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Current Topics.

Claims under the Landlord and Tenant Act.

WE DESIRE to call the special attention of our readers to the Rules of the Supreme Court and of the County Court made under the above Act and published on p. 207 of this issue, and which have only just been received. One of the provisions is of immediate importance to tenants of business premises whose tenancy is terminated, otherwise than by notice, on the 25th March, 1929. If they desire to make a claim under the Act on the landlord for compensation for loss of goodwill, they must do so *not less than twelve months before the termination of the tenancy*, whilst any such claim must be made in the manner prescribed in those Rules, namely, in r. 1 (1) of Ord. LIIID of the Rules of the Supreme Court and in r. 2 (1) of Ord. LB of the Rules of the County Court, which are identical.

As the Act comes into operation on Sunday, the 25th March, 1928, the position is a little complicated, as the notice, to be valid, can only be served when the Act is in operation.

In our opinion notice in the case of a tenancy expiring on the 25th March, 1929, should be served on the landlord or his authorised agent, "either personally or by leaving it for him at his last known place of abode" [s. 23 (1)] so as to reach the addressee on Sunday next, the 25th inst., which is apparently the only date on which it can be safely served.

"Notice by Post."

LANDLORDS AND their advisers must make careful note of the provisions contained in s. 18 (2) of the Landlord and Tenant Act, 1927, for they place a new burden on lessors in respect of notice to repair pursuant to a covenant. Section 14 of the C.A., 1881, provided generally that formal notice must precede re-entry for breach of covenant, and s. 67 contained the regulations in respect of service of such notice. The sections above mentioned were repealed by the L.P.A., 1925, but substantially re-enacted in ss. 146 and 196. Section 196 (4) prescribes how notice may be served by post. A registered letter to the tenant at his last known address is required, and service is deemed to be made when the notice would in the ordinary course be delivered, if it is not returned. Since a postman will not part with a registered letter without a receipt from someone who is actually on the premises at the place of address, this provision ensures that the notice reaches some person sufficiently in touch with the lessee to be on such premises with his permission. In the ordinary course, then, either the lessee personally would receive it, or his clerk or servant. In the event of a clerk or servant taking it, there is, of course, a remote possibility, through fraud or forgetfulness, that the notice does not in fact reach the actual person addressed. In such cases the loss caused by the omission has hitherto fallen on the lessee, the employer of the defaulter. This appears in accordance with the old principle of equity, that, of two innocent persons who have to suffer for loss, that one is chosen whose trust in an untrustworthy servant or agent has caused the loss. Under s. 18 (2) of the new Act, however, the burden is placed on the lessor of proving that either the lessee, underlessee or person who last paid the rent has personal knowledge of service of the notice. It is true that, by a further provision, it is also enacted that, when the notice has been sent in accordance with the L.P.A., 1925, s. 196 (4), the person addressed is "deemed to have knowledge" of the fact of the notice unless the contrary is proved; but the contrary can be proved in the simplest way possible, by his denial of knowledge, if a court believes him. Such a denial would be practically impossible to refute, unless a postman could swear that he had delivered the notice to the addressee personally. In effect, therefore, there will be no future safety in the old method of service by post, and personal service, as of writs, will be required.

Acquittal after Plea of Guilty.

THE ABOVE rare phenomenon was witnessed at the last Warwick Assizes. A young woman was arraigned on a charge of concealment of birth, to which she pleaded "guilty." She then withdrew this plea, and pleaded "not guilty," on the advice of Mr. Justice AVORY, who also assigned counsel for the defence under the Poor Prisoner's Defence Act. This incident had been observed by the jury, who were duly sworn to try the issues—the alleged offence being a misdemeanour. The evidence for the prosecution was that the defendant had been seen to dismount from a pedal bicycle, and enter a brick hovel in a field. She later wheeled the bicycle to a cottage, where she asked for some water to wash her stockings, but the cottager lent her a clean pair instead. Another cyclist, having had a breakdown, entered the same brick hovel in search of a piece of wire to mend his brake cable. He there found the body of a newly-born child, partly covered with hay—though the last circumstance did not appear on the depositions. The medical evidence was that the child had had no separate existence. When first charged by the police, the defendant had replied: "I did it; it would not have happened if I had told my mother." On a submission by the defence that there was no case, the learned judge pointed out to the jury that the evidence was quite consistent with the defendant having been suddenly taken in labour. There

was no evidence of a "secret" disposition of the dead body, this being the gist of the offence under the Offences against the Person Act, 1861. The defendant was accordingly acquitted.

"Frame-up" Divorces.

THE REALISATION that a well-to-do English couple who desire divorce can obtain one by acting a stereotyped little play has penetrated to the Bench which deals with these cases, with, apparently, the result of a certain alarm and despondency. Both Lord MERRIVALE and BATESON, J., are reported to have criticised the farce this week, and the latter intimated that, to his knowledge, two respondents who had duly sent the official hotel bill to their petitioner spouses had committed, not adultery, but the more shocking offence of contempt of court in failing to do so. The little play, which may also be described as a "frame-up," since that is the judicial language applied to it, can be so arranged that the court is forced to find misconduct, which the person solemnly found guilty can easily disprove to those whose good opinion he values—divorce judges not being amongst the number. This play used rather to drag by having two acts, the first being the reading of a letter (amusing at first, but soon tedious from its stereotyped form) from the wife who had arranged that her husband should go away and stay away, imploring him to come back. This defect was rectified, however, by Act of Parliament a few years ago, and now the comedy proceeds with a snap. And meanwhile the husbands of women who will not act the play, even though the marital infidelity is real and genuine and permanent, can only look on with envy. And there are also husbands, guiltless of infidelity and of any matrimonial misconduct, whose wives have deserted them, or refuse to cohabit with them. These husbands the law keeps rigorously celibate. They may, of course, have an order for the restitution of conjugal rights. But one who attempted to enforce such an order was told, with the high displeasure of the Bench, that he was a vulgar person and that it was not meant to be enforced. Comment has frequently been made in these pages on the hotel bill divorce see, for example, Vol. 70, p. 608. The further comment may perhaps now be made that the law as administered by the Divorce Court, offering dissolution of irksome bonds at the alternative price of lies or adultery, obviously requires overhauling.

Effect of Death before Selection of Bequest.

THE PERSUASIVE authority of ancient text-writers of eminence is well exemplified in a recent case tried before Mr. Justice RUSSELL, where the effect of the death of a legatee before the exercise of a right of selection of certain articles bequeathed by a testator was considered: *Re Madge: Pridie* v. *Bellamy, Times*, 10th March, 1928. In that case a clause in a will beqeathed to a legatee "such articles . . . as (the legatee) should select within two months." The testator died on the 29th January, 1927, the legatee dying five days after without having exercised her right of selection, whereupon her executors claimed to exercise that right on behalf of her estate. It is curious that there should be no direct decision on the construction of such a clause. There is a passage in SHEPPARD'S "Touchstone," on p. 251, however, which appears to cover the point. Thus it is said there: "When a man has 6 horses and doth grant me one of his horses but doth not say which of them: in this case, I may choose which I will have: and if in these cases the grantee doth not make his selection during his life, it seems the grant will never be good." And indeed, if the selection is not made in the lifetime of the grantee or the legatee, that right cannot it seems be exercised subsequently by the personal representatives of the legatee. Thus in "Coke on Littleton," at p. 145b, it is said: "*When nothing passeth to the feoffee or grantee before election* to have the one thing or the other, there the election ought to be made in the life of the parties *and the heir or executor cannot make election*." The decision of Mr. Justice RUSSELL, therefore, to the effect that the right of selection could not in the circumstances be exercised by the personal representatives of the legatee, was in accordance with the above opinions expressed in "Coke on Littleton" and in SHEPPARD'S "Touchstone," and is to be explained on the footing that such a form of bequest makes the right of selection personal to the legatee and the legatee alone.

Solicitors and the Bench.

MEMBERS of the legal profession in England when, as occasionally happens, they have to consider some document drawn up in accordance with Scots law, or some decision of the Scots courts, are apt to be moved to merriment at what they regard as the uncouth and barbarous language employed, just as their Scots brethren are moved to the like hilarity when they are called upon to study an English-drawn deed or a decision involving, say, some point under the Law of Property Acts, or some cognate subject. Technical nomenclature always seems strange and uncouth to him who has not been as it were brought up on it. There is one department in the Scots legal system, however, which English solicitors may well contemplate with feelings of admiration and even envy—the part namely, which relates to judicial appointments. Solicitors in Scotland are not rigidly excluded from eligibility for those posts as are their English *confrères*. Even a seat in the Court of Session is, technically at all events, open to a member of the Society of Writers to the Signet, the most aristocratic section of the solicitor branch of the profession in Scotland, for by the Act of Union of 1706 it is provided that those eligible for appointment as Lords of Session are advocates, or Principal Clerks of Session, or Writers to the Signet. True it is that in practice only advocates are appointed, but just as in England many old traditions in connexion with the profession have been shattered in recent years, it is just conceivable that some day a Scottish Writer to the Signet may be appointed to the Court of Session. Quite apart however from this somewhat special case, it may be pointed out that solicitors are not only eligible for the post of Sheriff Substitute, a judicial officer who corresponds in large measure to the County Court judge in England, but in fact are sometimes appointed to the Sheriff Court bench. Sheriff FYFE, who had been Sheriff Substitute of Lanarkshire at Glasgow for many years, and whose death was announced last week, was one of several instances of members of the solicitor branch of the profession being selected for promotion to the bench. A former distinguished Sheriff Substitute of Perth—HUGH BARCLAY, was another notable instance. Both Sheriff BARCLAY and Sheriff FYFE were exceedingly able and learned lawyers and adorned the position to which they attained. The office of Sheriff Principal—of which the duties are mainly, although not exclusively, appellate—is not directly open to a solicitor, but indirectly it is, for the section of the Sheriff Courts (Scotland) Act, 1907, relating to the qualification for Sheriff and Sheriff Substitute, provides that "every person appointed to the office of Sheriff shall be an advocate of five years' standing at least, or, if not an advocate, a Sheriff Substitute of five years' standing at least," so that a solicitor who has been appointed a Sheriff Substitute becomes eligible for the office of Sheriff Principal after five years' service in what is, technically, the inferior post. We can recall no instance of a solicitor who has reached the position of Sheriff Principal; indeed, there would be little inducement for him to do so, as he would be unable to practise in the Court of Session as every Sheriff Principal who is a member of the Bar is entitled to do, with the exception of the Sheriff Principals of Midlothian and Lanarkshire. It is one of the anomalies of the Scots legal system that the office of Sheriff Substitute is what is called a whole-time job, while that of Sheriff Principal with much less work to do may be conjoined with practice at the Bar.

LECTURE

GIVEN BY

THE RIGHT HONOURABLE LORD JUSTICE SANKEY, before The University of London, 14th March, 1928.

THE PRINCIPLES AND PRACTICE OF THE LAW TO-DAY.

(*Continued from page* 187).

SUGGESTED REMEDIES.

What then ought to be done to improve the administration of the law, and, if desirable, to prevent further bureaucratic tendencies? I shrink from offering an opinion, knowing from experience the fate of those who make suggestions, even when they have been asked to do so. No industry and no profession is ever likely to be reformed from within. It is so easy to cry: Great is Diana of the Ephesians. Both in industrial and legal matters the men of influence who might be expected to initiate reforms are not seldom too tired or too busy to attempt the task. In the law, as in all other human affairs, there are two schools of thought, one of which is satisfied that the present is perfect; the other is anxious for reform. The first is typified by the great name of Blackstone; the second by the equally great name of Bentham. To the former, the English legal system appeared the last word of wisdom, and one remembers the criticism passed upon him by Bentham in his pamphlet "A Fragment of Government" in 1776. Referring to Blackstone's laudatory introduction, he says: "In taking leave of our author, I finish gladly with this pleasing peroration: A scrutinising judgment perhaps would not be altogether satisfied with it, but the ear is soothed by it and the heart is warmed" (Second Edition, 1823, p. 142). That may be the epigram of a cynic, but in his preface Bentham says (XIV): "If, on the one hand, a hasty and indiscriminating condemner of what is established may expose himself to contempt, on the other hand, a bigoted or corrupt defender of the works of power becomes guilty in a manner of the abuses which he supports."

There may be a middle course between the complacency of Blackstone and the impatience of Bentham and there are those who think that the best bulwark against bureaucracy is to remedy some of the defects already referred to. It is time that an inquiry should be made into legal procedure on the civil side; an inquiry conducted not merely by lawyers, but by lawyers and business men, for it is helpful sometimes to see ourselves as others see us. It is no use cursing the bureaucracy and calling Heaven or Parliament to witness. What is wanted is some reform of interlocutory proceedings, and mode and place of trial which will lower the cost of litigation and provide some quicker and more convenient method of achieving results. It may be too late to take away from the bureaucracy cases already entrusted to it, but, if so, it may be desirable to reform its procedure. Nobody blames the individual; it is the system that is at fault. Secrecy, especially in the law, is the worst of evils. A lawyer's view is given in the well-known case of *Scott* v. *Scott*, 1913, A.C. 417, where Lord Shaw, on page 477, quotes Bentham as saying: "Where there is no publicity, there is no justice." "Publicity is the very soul of justice." "It keeps the judge himself, while trying, under trial"; and Hallam as saying: "Civil liberty in this Kingdom has two direct guarantees; the open administration of justice according to known laws, truly interpreted, and fair constructions of evidence."

ADMINISTRATIVE LAW.

The English dislike of a bureaucracy has probably prevented administrative law from being properly appreciated in this country. The late Professor Dicey in his well-known twelfth chapter of the "Law of the Constitution," compares the English rule of law with the French *Droit Administratif*, which he contends rests on ideas foreign to the fundamental assumptions of our common law. He says, however, that the whole body of *Droit Administratif* is well worth a study, and that it has been imitated in most of the countries of Continental Europe. (Edition 8, p. 325). It is rather difficult to explain exactly what it is, for, as the professor points out, there is no satisfactory equivalent in English for the expression "*Droit Administratif*." Napoleon gave it its real shape from his conviction that judges must never be allowed to hamper the action of the Government, and he displayed towards the ordinary judges the sentiment of contemptuous suspicion embodied in revolutionary legislation. ("Dicey," p. 337.) The object of the law, according to Dicey, is that the rights of State shall be determined by special rules, that the law courts shall be without jurisdiction in matters concerning the State, that administrative litigation shall be determined by administrative courts, and servants of the State shall be protected in a very exceptional degree from the supervision or control of the ordinary courts of law. Dicey's dislike of the system is obvious throughout the whole of the chapter, but he is bound to admit (page 374) that administrative law, if it be administered in a judicial spirit, has, in itself, some advantage (page 374), that its severest critics concede that it has some great practical merits, and that the extension of the power of the Council of State removes, as did at one time the growth of equity in England, real grievances and meets the need of the ordinary citizen. Professor Morgan in the treatise I have already referred to "Remedies against the Crown," in a very acute and learned argument combats Dicey's view. He says (page 62): "The impression an untutored reader would derive from Professor Dicey's treatment of the subject would be that administrative law is a kind of shield interposed between the administrative authorities and the subject to protect them from the legal consequences of their acts; that it substitutes considerations of administrative expediency for law, and reserves all arbitration of issues between the subject and the State for tribunals whose character is more administrative than judicial . . . Now, not only is this not true of German Law as regards the liability of public officials for their wrongful acts, in regard to which they are subject to the jurisdiction of the ordinary courts of law, but it is not even true of those other matters of administrative character in which the administrative courts have exclusive jurisdiction." Professor Morgan then cites authorities to show that the principal object of administrative law is the protection of the citizen against the encroachment of the authorities. Its object is the protection of the individual against the intermeddlings of the administration. It may well be that a century ago the remedies of *certiorari* and *mandamus* were sufficient to keep the bureaucracy in check, but now that the decision in so many matters of a private character is entrusted to the determination of the Minister it may be doubted whether those remedies are still sufficient. Indeed, Dicey seems to be of the same opinion, for he says, at page 385, "*Droit Administratif* has obtained no foothold in England, but, as has been pointed out by some foreign critics, recent legislation has occasionally and for particular purposes given to officials something like judicial authority. It is possible in such instances, which are rare, to see a slight approximation to *Droit Administratif*." Dicey probably wrote those words before 1885. Since then there have been many more Statutes giving to officials something like judicial authority, and the instances are by no means rare. If then we have taken steps towards the system of *Droit Administratif*, it is surely pertinent to enquire whether we ought not to adopt the real thing

with all the special protection it confers on the subject in France and Germany, and not a perversion of it. Upon the threshold of any such inquiry, the difficulty presents itself as to the cases which may be considered to be justly within the domain of administrative law. Nobody desires to interfere with the discretion of a Minister with regard to matters arising strictly in his department. For example, where a Minister dismisses a servant who holds employment at pleasure only. It is obvious that even in a Government department, you may have square pegs in a round hole; men who are perfectly honest and capable, but who cannot get on with their fellow workers. A Minister should be entitled to dismiss such men without being called upon to give reasons. Persons in high official position must be trusted, and it is possible to put a question in Parliament in a really deserving case; a procedure never very palatable to the Minister himself. But take a case of an opposite character, say, for example, of a private citizen who is really not a member of the department at all, but whose reputation or property may be affected by a decision of the Minister. He may have no right to appear before the Minister or appeal from the decision. Between these two extremes there are border line cases in which persons holding a public position, such as that of borough councillor or guardian, come under the control of a department of State. I need do no more than refer to the recent examples of the rights of an auditor to check expenditure. (See *Rex* v. *Roberts*, 1925, A.C. 578.) The difficulty here is apparent, but we ought not to be deterred from considering the matter merely because of the difficulty, nor ought we to risk losing our liberties in default of a definition. Two methods of reform have been suggested: (1) that the bureaucratic inquiry should itself be surrounded by judicial technique; (2) that greater facilities should be given than are at present available for taking the opinion of a higher court.

As to (1), it seems unarguable that a man should have the right to present his case in person or by counsel to the judge who is to decide it. To two lords justices in *Arlidge's Case*, the absence of such a right appeared a denial of justice, and for the benefit of the judge himself, too, it is good that he should hear and see the accused person and his witnesses. In coming to a proper and satisfactory conclusion, there is all the difference in the world between merely reading depositions and seeing and hearing the people who made them and listening to their arguments. Length and prolixity can always be penalised by an order as to costs. Administrative tribunals, if they are to exist, should be completely judicialised and made completely independent of the executive.

As to (2), it is suggested that some method should be devised for a greater opportunity of appealing from a Minister's decisions. It is submitted, as already stated, that the remedies of *certiorari* and *mandamus* are no longer adequate. It may be wise to provide for a Court of Appeal from a Minister's decision, composed of a judge presiding over a civil servant, accustomed to administrative matters, and another member selected from a panel familiar with the subject under discussion: for example, in a case of a dispute between a panel doctor and the Ministry of Health, some distinguished member of the medical profession. Great care will have to be taken both with regard to (1) the limits of such appeal; (2) the class of cases in which an appeal should lie.

International Law.

Inter arma silent leges, but the Roman historian Livy reminds us *Sunt et belli sicut et pacis jura* (I. 5, c. 27). During war, law is under the dominion of imperious necessities, but even during war some attention is paid to legal and moral obligations, and no discussion of the principles and practice of the law to-day would be complete without some reference to the position of international law, and the effect which the recent war has had upon it. In the introduction to his third edition of "International Law," written as far back as August, 1889, the late Mr. Hall said: "Looking back over the last couple of centuries, we see international law in a more solid position than that which it occupied at the beginning of the period . . . Probably in the next great war the questions which have accumulated during the last half century and more will all be given their answers at once. . . . Above all, and at the bottom of all, there will be the hard sense of necessity. Whole nations will be in the field; the commerce of the world may be on the sea to win or lose; national existences will be at stake; men will be tempted to do anything which will shorten hostilities and tend to a decisive issue . . . But there can be very little doubt that if the next war is unscrupulously waged, it also will be followed by a reaction towards increased stringency of law . . . I look forward with much misgiving to the manner in which the next great war will be waged, but with no misgiving at all as to the character of the rules which will be acknowledged ten years after its termination, by comparison with the rules now considered to exist." Mr. Root, in his address on "The Outlook for International Law" (Proceedings of the American Society of International Law, 1915), says that: "The civilised world must now determine whether what we call international law is to be continued as a mere code of etiquette, or whether it is to be a real body of laws, imposing obligations much more definite and inevitable than they have hitherto been." (See Garner's "International Law and the World War," vol. 2, p. 265.) What is now necessary is an agreement as to the rules of international law and their codification, and preparatory work for this is already receiving the attention of the League of Nations. From a legal point of view, one of the chief contributions made by England to the science of international law in the recent conflict is contained in a number of decisions relating to contraband, right of search and continuous voyage, given in the Prize Court by the late Sir Samuel Evans. The most famous of them was that of "*The Kim*," 1915, P. 215, in which the President gave an extension to the doctrine of continuous voyage, but it was a logical outcome of the principles laid down by the American judges, especially Chief Justice Chase, and the United States could hardly complain of the result. Still less could Germany do so after the decision of their own Prize Court in the case of "*The Maria*." An acute criticism of these cases from the English point of view will be found in Professor Brierley's "Life of Sir Samuel Evans" in the most recent volume of "The Dictionary of National Biography." He points out that in "*The Mowe*," 1915, P., at p. 15, Sir Samuel Evans greatly relaxed the traditional rule denying to an enemy subject the right to appear and argue his claim before the court, and he quotes the President's words in "*The Odessa*," 1915, P., at p. 61, where he says: "There is room for the extension of old doctrines or the development of new principles when there is, or is even likely to be, a general acceptance of such by civilised nations. Precedents handed down from earlier days should be treated as guides to lead, and not as shackles to bind, but guides must not be lightly deserted." These decisions will stand the test of time, but what perhaps is more important at the moment is to endeavour to formulate some code of international law with regard to the two new military arms which have recently sprung into existence. I mean war in the air, and war beneath the sea. The real difficulty is to get agreement and provide for its sanction. It must be remembered that when war is once declared, the only sanction that can be relied upon to mitigate its horrors is the general advance of civilisation, and the feeling that some practices are indulged in by savage and uncivilised nations only. The well-known passage in Lord Chatham's speech in the House of Lords in 1777, against the employment of Red Indians in the American War, is typical of the advocacy which produces and maintains this form of sanction. The poisoning of wells and the use of explosive bullets, which have been long condemned as practices not permissible, are not to be compared with the horrors of poison gas and other

inventions of chemical warfare, which may easily kill off thousands of a civil non-combatant population. At the first Hague Conference, the representatives of the United States alone opposed the clause ruling out the use of projectiles, the sole object of which is the diffusion of asphyxiating or deleterious gases. Captain Mahan argued that it was illogical to be tender about asphyxiating men with gas when it was allowable to blow the bottom out of an ironclad at midnight, throwing four or five hundred into the sea to be choked by water. (See Article on "Chemical Mobilisation," by Edward Slosson, "Proceedings of the Academy of Political Science in the City of New York, 1926," vol. 12.) Well, two blacks do not make a white, and it is an unfortunate result of twenty centuries of Christianity if our contribution to end war is to increase the number of humane killers. There is, however, an opposing tendency which seems to assert that it is wise to make war as horrible as possible in order that it may be as short as possible, and this leads its advocates to welcome the most devastating possibilities of chemical warfare to strike terror into the civil population, with a view to the termination of the conflict. It may well be that in the next war the safest place will be in the dug-out at the front, and the most dangerous one in towns miles away from the sphere of operations. There is hardly a village in a country at war where recruiting or training is not going on. Is this to be an excuse for dropping bombs upon it? In Chapter IV of the Report of the Temporary Mixed Commission for the Reduction of Armaments, presented in 1924, it is stated: "However reprehensible such an action might be, there would be nothing technically to prevent dropping large bombs, filled with some heavy poison gas, over localities essential to the political or economic life of an enemy country. It may be said that such a development would be too horrible for use, and the conscience of mankind would revolt at it, but in view of the fact that in modern wars, such as the last one, the whole population of a country is more or less directly engaged, it may well be that an unscrupulous belligerent may not see much difference between the use of poison gas against troops in the field and its use against the centres from which those troops draw the sinews of war."

The formulation of principles to prevent such a tendency ought surely to engage the attention of the lawyers of all great nations.

The League of Nations.

The horrors of the recent war led men to try and see whether it would not be possible to invent some method of abolishing war altogether, and this led to the birth of the League of Nations. On its political side, I say nothing. A very distinguished lawyer, one of His Majesty's Counsel, Lord Cecil, writing, in "The Spectator," on 14th January, 1928, says: "So far the League has scarcely tackled its most momentous task. It has improved international intercourse; it has struck some effective blows at grave social evils; it has rescued some hundreds or thousands of men, women and children from captivity or starvation; it has done something to restore the economic situation of Europe; it has succoured States floundering in a financial morass; it has procured the settlement of a certain number of international disputes, and in one or two cases has prevented what seemed to be imminent hostilities. Those are no mean achievements, but they come very far short of the object for which the League was brought into existence, for the chief end of the League is to destroy war. Unless and until that is accomplished, its other work must be of a relatively slight importance."

This is an object which ought to appeal to every lawyer, for, although the ultimate sanction of law rests upon force, it is a sanction which the lawyer should not desire to rely on except in extreme cases.

"Be able for thine enemy rather in power than use." ("All's well that ends well," Act I.) I am not one of those who take the opinion that England has been lukewarm in this cause. On the contrary, when the history of the movement is written, England, in my view, will have no reason to be ashamed of herself. I am content to let a distinguished neutral, Dr. Nansen, speak as he did at the meeting at Geneva on 26th September, 1927. In the course of a reasoned statement, he says: "No one who has worked at the League has failed to realise that Great Britain from the outset has given the most consistently powerful support to the League, and to its existing provisions." We share the ambitions and the ideals of the League, but in an Empire like ours, we have greater burdens and heavier responsibilities towards backward races than some other nations have undertaken. The mission of the League must be at present not to impose peace, but to persuade it. War is ingrained in human nature, and there are many vested interests, both material and traditional, to support it. It develops high but imperfect and one-sided virtues, and it is fruitful of self-denial and self-sacrifice, as pointed out by Maine in his essay on "Popular Government." There are some who argue that war will never be abolished. It is difficult, they urge, to deny the right of a nation to defend itself against invasion, or in cases where its honour and existence are at stake. Nor can it be disputed that it is impossible for civilisation to maintain a *status quo* for ever. Empires come and go; it is a law of nature. You cannot crystallise a people at the height of their power; inevitably decay sets in, and a newer race will arise and seize the reins. It should, however, be possible, even now, to prevent a war which is merely aggressive, a contingency against which the League of Nations has already pronounced in the Covenant and in many resolutions of the Assembly. The difficulty here is to define terms. That there will never be another aggressive war may be doubted, but it is certain that no nation will ever admit that it is waging or has waged such a war. It is not likely that war will be abolished in our time, but the fact that there is no immediate prospect of its abolition need not discourage us or cause us to shrink from an attempt to realise this blessing. Any system to stop war must be built up slowly, deliberately and with patience. A code produced this evening would certainly be transgressed to-morrow. That it may come should be the hope and prayer of all of us, but it will come as the result of years of travail and experience. "*Tantæ molis erat Romanam condere gentem.*" (Æneid, I, 34.)

Conclusion.

But to conclude, give me leave to speak a few last words to students upon the threshold of their career. Through the centuries and in all countries, lawyers have been the subject of criticism, not always of approval, but in times of great industrial, religious and political excitement, it is to the lawyer that men turn for help and advice. Amid the shifting sands and cross-currents of public life, the law is like a great rock on which men may set their feet and be safe. I am doubtless addressing many to whom the custody of the high traditions of an ancient and honourable profession will soon be entrusted. In an Empire such as ours there are many administrative posts which call for young men of legal training and some legal knowledge. Wherever you determine to practise, whether here in the heart of our Empire or in some provincial town, or in some far remote outpost, always remember to maintain our heritage and our traditions; let each one of you become a light and a leader in the circle in which you move. If riches increase, set not your heart upon them. Over and above your daily work, be prepared to do some public or social service which a lawyer is so well fitted to perform, and that without looking for reward or seeking to obtain some personal advantage.

England's respect for order, England's love of justice, England's desire for peace, that is the goal to which I would have you turn your faces; those are the Delectable Mountains, whose heights it is worth while to capture. That achieved, your memory and your influence will endure when your triumphs have become an empty name. Gentlemen, ours is a high calling, let us walk worthily of it.

The Landlord and Tenant Act, 1927

THIS Act comes into force on the 25th inst. It is well, therefore, that its contents should, as far as that is possible, having regard to its complexities and obscurity, be mastered. Considerable assistance in that direction may be gained from a perusal of one or more of the numerous works dealing with the subject and recently issued by the various publishers.

The Solicitors' Law Stationery Society have published, at the price of 7s. 6d. net, a "Guide" to the Act by Messrs. H. A. Hill, B.A., and A. E. Phelps, barristers-at-law. This work, which covers xxxii and 108 pages, consists of (1) a pithy introduction covering fourteen pages in which the general principles underlying the legislation are explained, (2) a reprint of the Act with annotations on each section or sub-section, and (3) an appendix of other relevant statutes. There is also an adequate index.

Butterworth & Co.'s work is prepared by another barrister, Mr. J. C. Arnold, and extends to xi and 114 pages. The salient features of the Act are explained in a good introduction. Then the Act itself is reprinted and the sections carefully annotated. The Act and the annotations are in different types, but they are not, as is the case with several of the other works, as distinctly different as they might conveniently be. There is added an appendix containing a short and convenient table of the notices to be served under the Act, with the time limits applicable in each case. The index seems to be quite a good one, and the price is 10s. 6d. net.

Mr. S. P. J. Merlin, barrister-at-law, has written the work published by Waterlow & Sons, to which Sir T. Willes Chitty, K.C., has written a short introduction. The main plan of this work consists in a reprint of the Act, notes being added to each section. The relevant sections of the Agricultural Holdings Act, 1923, the L.P.A., 1925, and the S.L.A., 1925, are reprinted after the Act itself, and a useful appendix, containing various forms of notices required by the Act (as well as a sufficient index), is added. This work covers xvi and 156 pages, and its price is 5s. net.

The editors of "Law Notes" have written a sound work of viii and 124 pages, with index, on the Act. This is published by the "Law Notes" Publishing Offices at 5s. net, paper cover. They have followed the same plan as the other authors referred to. They expound general principles in the introduction and explain details in notes upon each section.

Hadden, Best & Co. publish Mr. Archibald Safford's book ar 6s. net for xii and 116 pages. There is a good summary of the effect of the Act in the introduction and crisp notes on the reprinted Act in the body of the work. In an appendix there is another reprint of the Act in small type. Seeing that the notes do not usually run to any great length and that there is a satisfactory index, this second reprinting seems difficult to justify.

Mr. N. E. Mustoe, M.A., LL.B., is the author of the work of xii and 117 pages, published by "The Estates Gazette," Limited. The general principles of the Act are well explained in the introduction, and the Act itself is reprinted and annotated in the body of the book. It would have been better had the types used for the Act and notes been different. Appendix A contains a good note on the meaning of "Trade or Business," and Appendix B, a reprint of the L.P.A., 1925, s. 146.

Finally, Mr. Cecil R. Havers has written the book published by The Furnival Press at 5s. This consists of ix and 134 pages in which the general effect of the Act is explained in an introduction covering twenty-eight pages and the different sections annotated. In this case again there is not sufficient difference between the types of the Act and the notes.

It would be an invidious task to indicate which of these various works is the best. As a matter of fact those who have perused them fail to agree on that point. But it may be pointed out that all of them have one drawback, in that they do not contain the rules (now issued) under the Act. Of course neither the authors nor the publishers can be blamed for this, as the books were urgently wanted and the rules had not been made. The Solicitors' Law Stationery Society, however, announce on the cover of their book that "a supplement will be published and supplied without charge to purchasers of (their) book containing all rules issued on the Act coming into force and also those forms which may not be prescribed."

It may be of interest to point out one or two matters on which the authors do not appear to agree. Is a tenant entitled to possession under the Rent Acts entitled to the benefits of Pt. I of the Landlord and Tenant Act? Messrs. Hill and Phelps are of the opinion (p. 63) that as a tenant within the meaning of the latter Act must be entitled in possession "under a contract of tenancy," this excludes a statutory tenant who is in possession by virtue solely of the Rent Acts, see in particular Rent Act, 1920, s. 15. The editors of "Law Notes" also doubt (see p. 83), whether a statutory tenant is entitled to compensation for occurrences during his statutory tenancy. Mr. Arnold seems to think (see p. 40) claims by statutory tenants possible, and so does Mr. Safford (see p. 50). On the whole, it seems better not to be too definite in any one view. "Altogether" as the editors of "Law Notes" observe, "the position of the statutory tenant under this Act is involved in an obscurity, which only judicial decision can illuminate."

Another question on which there seems to be a difference of opinion is this: Can a tenant who has begun an improvement but not completed it, before 25th inst., give notice claiming compensation? Mr. Arnold observes (at p. 45), that with regard to such improvements "there is no reason why a tenant should not after the 25th inst. send the statutory notice of intention to make an improvement under s. 3, and so bring himself as early as possible within the statute." Messrs. Hill & Phelps also seem to think, at any rate they quote (see p. 7) the Lord Chancellor's words in debate to that effect, that compensation may be claimed in such a case; and Mr. Merlin inclines (see p. 10), to the same view. But the editors of "Law Notes" think that "made" in s. 2 means "completed," and that there is no compensation for improvements completed before the 25th inst.

Other examples might be given of differences of opinion on the construction of the provisions of the Act, among those who have made a special study of it. There is obviously much scope for elucidation of its provisions before the courts. How, for example, is the lessor going to prove that the fact that the notice required by Law of Property Act, 1925, had been served on the lessee, was known to the persons mentioned in s. 18 (2) (*a*) (*b*) and (*c*)? Indeed the Act as a whole supplies an admirable instance of legislation which might with great advantage have been submitted for re-drafting after it had been amended in committee.

Rules under s. 25 of the Act have now been issued. The delay in their issue is much to be regretted for it is as important to know "the prescribed manner" as it is to learn the contents of the Act itself.

RATING IN SCOTLAND.

The Scottish Standing Committee of the House of Commons last week considered the Rating (Scotland) Amendment Bill with Sir Edmund Turton in the chair. Mr. Kirkwood rose to a point of order. "The point of order," he shouted amid some laughter, "is the fact that you are in the chair." After protesting against "an Englishman being in the chair," he gathered up his papers and muttering, "I am not going to stay here," left the room.

The Bill then passed through Committee without amendment and was ordered to be reported to the House. Its main object is to correct an error, as a result of which Scotland stands to lose £22,500 a year. The error occurred in the drafting of an Act of 1926 and affected the calculation of the Treasury grant payable to Scotland to make up the deficiency caused by the relief given under various Acts to agricultural interests.

A Conveyancer's Diary.

Land held on Trust for Partners before 1926: Vesting.

In 71 SOL. J., 754, the effect of the vesting provisions of the L.P.A., 1925, upon partnership land was discussed. It was there pointed out that owing to the doubts prevailing before 1926 as to the exact nature of a partner's beneficial interest in partnership land, it is extremely difficult to ascertain what such effect has in fact been. A correspondent sends us a case on which it seems well-nigh impossible to express any final opinion without obtaining a direction from the court.

On 31st December, 1925, A (a partner) held freehold land in trust for a partnership, subject, however, to a legal mortgage of the fee simple vested in B. How was the position affected by the L.P.A., 1925?

As regards the mortgage, the position is not difficult to ascertain. B was divested of the fee simple and acquired in its place a term of 3,000 years, subject to a proviso for cesser: L.P.A., 1925, 1st Sched., Pt. VII, para. 1. But what happened to the fee simple? Paragraph 3 of Pt. VII provides that "the estate in fee simple which immediately before the commencement of the Act was vested" in the mortgagee is from and after such commencement to vest "in the mortgagor . . . trustee for sale . . . or other person of full age who, if all money owing on the security of the mortgage . . . had been discharged at the commencement of (the) Act would have been entitled to have the fee simple conveyed to him," but subject to the mortgage term.

The words "would have been entitled, etc.," clearly refer to the other vesting provisions of the Act. Which of these provisions apply? Part IV applies if it can be established that the land was "held at law or in equity in undivided shares." Section 36 applies if the partners were equitably entitled as joint tenants. On the other hand, if the suggestion made in 71 SOL. J., 754, is correct, namely, that neither description gives the true position, then it seems arguable that Pt. II, para. 3 of the 1st Sched., applies; presumably the partners are entitled to require the legal estate to be vested in them. If they are, then they hold it by virtue of that paragraph, and para. 6 (*b*) upon trust for sale.

There is no vesting or other provision expressly referring to partnership land, and it seems desirable that one should be introduced in an amending Act, of course without prejudice to anything done prior to such Act.

Express Trust for Sale.

In some cases before 1926 partnership land was expressly vested in two or more partners on trust for sale, or the articles provided that the partnership land should be held on trust for sale; in such cases the estate owners would continue to hold on trust for sale. It will be observed that in 2 Prid., 22nd ed., p. 463, a form is given, applicable to articles made after 1925, requiring the legal estate in partnership land to be vested in trustees for sale.

Application of "Capital Money" under an Order of the Court.

Section 64 (1) of the S.L.A., 1925, enacts that "any transaction affecting or concerning the settled land, or any part thereof," and not otherwise authorised, can be effected by a tenant for life under an order of the court if such transaction is one which could have been validly effected by an absolute owner.

A correspondent suggests that this sub-section does not apply to "capital money." On reference to sub-s. (2) of s. 64 it will, however, be seen that "transaction" in sub-s. (1) includes "any application of capital money," though "an application of capital money in payment for any improvement not authorised by" the S.L.A. or by the settlement is excluded. This exclusion is natural, for there are other and more elaborate provisions dealing with improvements in the S.L.A., 1925: see, for example, s. 73 (1) (iii), (iv), Pt. IV, and the 3rd Sched.

It seems clear, therefore, that the court can, under s. 64, authorise a tenant for life to direct the S.L.A. trustees to invest or apply capital money for purposes not otherwise authorised by the Act; such investment or application is obviously treated as necessarily "affecting . . . the settled land," though it may not involve a dealing with the land itself.

Extension of Statutory Provisions to all Entailed Interests.

Section 130 (1) of the L.P.A., 1925, which enables an entailed interest to be created in any property, real or personal, further provides that "all statutory provisions relating to estates tail in real property shall apply to entailed interests in personal property." Thus if personal estate is bequeathed for an entailed interest to a person who dies in the testator's lifetime leaving issue capable of inheriting under the entail, the bequest, in the absence of a contrary intention, will not lapse but will take effect as if the death of such person had happened immediately after the death of the testator: Wills Act, 1837, s. 32; see also 1 Wolst. & Cherry, p. 350.

Landlord and Tenant Notebook.

Recontrol of Decontrolled Premises.

There appears to be an increasing number of anomalous decisions under the Rent Restrictions Acts, the latest of which is the decision in *Lloyd* v. *Cook*, on Wednesday last, which seems to lay down the somewhat startling proposition that where a "dwelling-house," within the Rent Acts has become decontrolled a part thereof may nevertheless become recontrolled, if it is subsequently let at a rent and subject to other conditions, which are essential in order to make the Act applicable.

Thus in *Lloyd* v. *Cook* the respondent was the holder of a ninety-nine years' lease of a house. The rooms on the top floor of the house had been let to a tenant, who, however, had vacated possession on the 12th August, 1926, so that the three rooms *as a whole* had admittedly become a decontrolled "dwelling-house." It does not appear from the facts as reported whether the respondent at this time was in possession of the remainder of the premises, but this appears to be immaterial for the purpose of the decision in the above case, since the three rooms in question were treated throughout the case as if they constituted a separate and decontrolled dwelling-house. After the rooms in question, i.e., the "dwelling-house," had been vacated in August, 1926, the respondent prepared one of these rooms for the use of her son, who came in and occupied the same, and let the two remaining rooms to the appellant. The Divisional Court held that these two rooms, although they formed part of a larger whole that was decontrolled, were, nevertheless, controlled, and that the appellant was accordingly entitled to an apportionment.

What the Divisional Court appears, therefore, to have decided is this, viz., that inasmuch as the Rent Acts may apply to a part of a dwelling-house let separately as a dwelling-house, it is necessary to show that the particular "dwelling-house," as such, has become decontrolled, and that it is not sufficient for this purpose to show that the "dwelling-house" in question forms part of a larger "dwelling-house" which is decontrolled. Thus if A is a landlord who has let the *whole* of a house to X, and has subsequently to the 31st July, 1923, come into possession of the same, the house as a whole is decontrolled, and any letting of the house *as a whole* would be outside the Rent Acts, but if the landlord in such a case were to let, even after the whole house had become decontrolled, a part thereof, e.g., a floor, the letting of *that floor* would still be controlled, unless the landlord could show that the floor was let as a separate dwelling-house and that he had after the 31st July, 1923, come into possession of that floor as such.

This decision, it is submitted, with respect, appears to be erroneous and conflicts with the accepted views that decontrol of the whole of a dwelling-house must necessarily involve decontrol of every part thereof on the principle that the greater must include the less. And if support can be found at all for the above decision it may be found, perhaps, on the supposition that the respondent was herself to be regarded as a tenant, who had sub-let a part thereof so that the proviso to s. 2 (1) of the Act of 1923 would apply, the result being that the three rooms which constituted the dwelling-house were never decontrolled.

As this decision is likely to lead to a great deal of litigation in the future, it is to be hoped that it will be reviewed at an early date by a higher tribunal.

Our County Court Letter.

IS A TRAINEE A WORKMAN?

THE question whether a contract of service existed between a trainee and the Minister of Labour was considered by His Honour Judge DYER, K.C., in the recent case of *Watson* v. *Government Instructional Centre*. The applicant had proceeded under the Workmen's Compensation Act, 1925, in the following circumstances: Being in receipt of unemployment benefit, the applicant had received particulars of the training available at the Government Instructional Centre. He afterwards began work there, but on the 19th August, 1927, a part of the thumb of his left hand was cut off by reason of the slipping of a punch which he was sharpening on a grindstone. The evidence was that, although the object of the centre was to train unskilled unemployed workpeople, the latter were given useful work to do and workshop discipline and methods were maintained. Trainees received unemployment benefit, a personal allowance of two shillings and sixpence a week, travelling expenses, and a free mid-day meal. The applicant received £1 3s. 6d. weekly, and had obtained other employment since the accident. Liability was denied for the reason that the applicant was not a workman within the meaning of the above Act. The learned judge held, however, that although the dominant motive of the relations between the parties was the training and instruction of the applicant, the relations were those of employer and workman, and there was a contract of service. He then made a declaration of liability.

A contrary decision had been given by His Honour Judge FARRANT, and upheld by the Court of Appeal, in *Broome* v. *Minister of Labour*, 43 T.L.R. 133, but that case was fully discussed in 71 SOL. J., at p. 316.

An analogous question has arisen in the case of persons received in philanthropic institutions. In *Macgillivray* v. *Northern Counties Institute for the Blind*, 4 B.W.C.C. 429, the applicant was injured in an institution supported partly by voluntary contributions. He did work, but was not self-supporting, and the Institute made up from other sources the cost of his keep. It was nevertheless held that he was under a contract of service, as he was not bound to be an inmate and the Institute was not bound to maintain him.

Practice Notes.

DIVORCE.

Several considerations of interest with regard to practice arise out of the motion in *Miller* v. *Miller*, noted in 72 SOL. J., at p. 205.

The husband, who had been the guilty respondent to a suit for judicial separation, moved the court to rescind the decree on the ground of resumption of cohabitation. The wife concurred in the application, but she was not separately represented, her consent taking the form of an affidavit by her filed by the husband's solicitors.

Apparently there was no precedent for such an application on behalf of a guilty respondent, although there was authority, viz., *Oram* v. *Oram*, 129 L.T. 159; 39 T.L.R. 332, for an application on the motion of a petitioner.

Mr. Justice HILL in *Oram* v. *Oram* based his authority to make the order upon the wording of s. 8 of the Matrimonial Causes Act, 1858, dealing with protection orders, which has been reproduced in s. 195 of the Judicature (Consolidation) Act, 1925: " . . . a decree for judicial separation . . . shall until reversed or discharged . . . be deemed valid and effectual"; whereas Lord MERRIVALE in *Miller* v. *Miller* relied on the former practice of the Ecclesiastical Courts in suits for divorce *a mensa et thoro* from which the jurisdiction in suits for judicial separation derives.

The absence of precedent doubtless is due to the fact that when parties have been judicially separated and they afterwards come together again, the natural thing is for them to put out of mind all the proceedings and orders dependent on them, such as custody and permanent alimony. That state of things is all very well so long as the new-found state of matrimonial happiness continues, but in the event of a subsequent rupture the forgiving party may be involved in difficulty, as happened in *Oram* v. *Oram*.

It is clear that the decree and orders stand, but in the event of the forgiving party attempting to enforce them after rupture, the guilty respondent has a perfect answer in the plea of condonation, and before any subsequent petition for relief of a similar nature can be received in the registry the petitioner must move to discharge the decree of judicial separation in the former proceedings which is still on the record, and at that stage be exposed to the risk of possibly vexatious opposition by the respondent.

The lack of machinery in the statutes and rules for discharge of a judicial separation on the ground of resumption of cohabitation is all the more surprising in contrast with the detailed provisions as to the practice with regard to reversal of a decree of judicial separation on the ground that it has been obtained in the respondent's absence.

Obituary.

MASTER J. A. C. TANNER, M.A.

Master John Arthur Charles Tanner, solicitor, Taxing Master of the Supreme Court (Bankruptcy) since 1887, died on Monday, the 12th inst., at the age of seventy-three. Born on the 6th August, 1854, he was the eldest son of the later Mr. John Tanner, of Yatesbury, Calne, Wilts, and was educated at Marlborough and St. John's College, Oxford, where he graduated M.A. After spending some years in the office of Messrs. Aldridge, Thorne and Morris, solicitors, of 31, Bedford-row, he became Assistant Solicitor to the Official Receiver in Bankruptcy in 1885, and two years' later received the appointment which he held at the date of his death. For more than forty years he was to be seen daily in the Members' Room of The Law Society's Hall, Chancery-lane, taking a few minutes well-earned recreation from his arduous duties as Bankruptcy Taxing Master, and we feel that general regret will be felt by a large number of members of The Law Society and others at the passing away of his genial presence. A life-long acquaintance of his writes: "I was at school with him for several years and gladly testify to his ability, enthusiastic manly spirit and genuine kindness of heart." Master Tanner had probably an unrivalled knowledge of his work, and was ever ready with words of advice and encouragement to help on those who were making their way in the legal world. He was a keen cricketer whilst his pastimes in later life were shooting and golf. He married a daughter of the late Mr. W. W. Aldridge, solicitor, and had two sons and one daughter.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 29, Breams Buildings, E.C.4, be typewritten on one side of paper only, and be in duplicate. Each copy to contain the name and address of the subscriber. To meet the conveniences of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

Rent Acts—Lease by Mortgagee—"otherwise enforcing his security."

Q. 1184. A is the mortgagee of premises which are let to a tenant B, and are within the Rent Restrictions Acts. A is desirous of selling to B and B is willing to purchase. Section 7 of the Increase of Rent Restrictions Act, 1920, however, appears to prevent the mortgagee from selling. None of the events referred to in paragraphs (*a*), (*b*) and (*c*) of s. 7 has occurred. The mortgagee suggests that the house can be taken out of the operation of the Rent Restrictions Acts by granting a lease to the tenant under s. 2 of the Act of 1923, such lease to be followed by a conveyance. It appears to B's solicitor, however, that any such lease would be a step for "otherwise enforcing his security or for recovering the principal money thereby secured," and that it is doubtful whether such a letting by the "landlord" would cover a letting by the mortgagee. Your opinion is requested as to whether the suggested course can safely be adopted?

A. There seems to be no direct authority on this point. If B is a tenant of the mortgagor's then we do not see how A could lease to B. But if A is a mortgagee in possession who has let to B then he would appear to be a "landlord," since s. 12 (*f*) of the Act of 1920 defines "landlord" as including any person from time to time deriving title from the original landlord. Although it is arguable that the mortgagee in such a case is a "landlord" and that therefore he can decontrol the premises by granting a lease under s. 2 (2) of the 1923 Act, it is equally arguable that the granting of a lease in such circumstances amounts to a "step" and may be prohibited by reason of the provisions of s. 7 of the 1920 Act. The opinion is ventured that, though not without some hesitation, that the course suggested is not one which may be adopted with safety. We presume that A was not a mortgagee in possession on the 25th March, 1920, but if he was he clearly would have the power to sell: see s. 7, proviso (i) of the Act of 1920. He may also sell with the consent of the mortgagor, *ib.*

Leaseholds—Mortgagee—Notice of Trust of Mortgage Moneys—Receipt of Sole Mortgagee.

Q. 1185. Mortgage of leasehold property by assignment prior to 1926 from A to B and C. B and C are unfortunately described under the mortgage as trustees of the will of X, hereby disclosing a trust. B dies in 1926 leaving C the sole surviving trustee of the will, and no new appointment has been made. A now desires to pay off the mortgage, but requires the surviving trustee to appoint a co-trustee in order to receive the principal money, but as the trusts of the will are at an end and the estate is now in process of being wound up C does not desire to go to the expense of doing so. All the beneficiaries under the will of X are of age and *sui juris*, and are prepared to join with C the surviving trustee, in giving a receipt for the mortgage money to A. In view of the provisions of s. 14 of the T.A., 1925, will the receipt of C, together with or by the direction of the beneficiaries, be sufficient to re-vest the legal estate in A and to discharge A from any liabilities under the mortgage?

A. Mortgagees do not hold mortgaged land in trust for sale, so that the provisions of the T.A., 1925, s. 14 (2), and the L.P.A., 1923, s. 27 (2) (each as altered by the L.P. (Am.) A., 1926), which relate only to trustees who hold land on trust for sale, are not here applicable. The opinion is therefore given that s. 14 (1) of the T.A., 1925, applies to validate C's receipt, although the trust is disclosed. It will take effect under s. 115 of the L.P.A., 1925, and A should not concern himself with the beneficiaries. B's death should be proved, and C should give receipt as sole trustee.

Industrial Society—Purchase of Land—Form.

Q. 1186. A society incorporated under the Industrial and Provident Acts, desire to purchase land. We cannot find a precedent under the above-mentioned Acts. Can you please inform us if you know of one, or is it the practice to adopt the usual precedent of a conveyance to a friendly society.

A. If s. 36 of the Industrial and Provident Societies Act, 1893, is compared with s. 47 of the Friendly Societies Act, 1896, it will be noted that, whereas provision is made for conveyances in the names of the trustees of friendly societies industrial societies can hold land in their own names like limited companies. This being so, no special form of conveyance appears to be indicated, the grantees, when once described, being treated as persons *sui juris*. Possibly there might be recitals that the rules allowed the holding of land, and the purchase had been authorised, but they would not be necessary.

Post-1925 Conveyance to Nominees of Limited Company—Conveyance to the Company—Procedure.

Q. 1187. By a conveyance dated the 20th January, 1927, certain property was conveyed to A, B and C as joint tenants, upon trust for sale. The conveyance was drawn exactly in accordance with Prideaux's Precedents, 22nd ed., vol. 1, p. 652. A, B and C immediately afterwards mortgaged the property. It is now alleged that the purchase-money was found, not by A, B and C personally, but by a private limited company, of which they are the sole directors. All parties are anxious that the premises should be vested in the company. The original purchase price was very considerable, and a conveyance on sale from A. B and C to the company, subject to the mortgage, would attract considerable stamp duty. What is the best and least expensive method of carrying out the intentions of the parties, bearing in mind the question of stamp duty?

A. The suggestion is made that, on the recital of the company's sole interest in the proceeds of sale, A, B and C should convey to it under the L.P.A., 1925, s. 23. The stamp would be 10s.

Settled Land—Post-1923 Conveyance by Tenant for Life in Fee Simple—Whether over-riding Jointure Rent-charge.

Q. 1188. Is a jointure rent charge secured by a term of years over-reached in the following circumstances?

Acting for vendor, A, and purchaser, B, I have to investigate for A and deduce for B a title acquired by A (who was not then separately represented) by a conveyance under the S.L.A., 1925, in which the tenant for life conveyed (with the concurrence of trustees of a pre-1926 compound settlement) land part of property subject to a jointure rent charge secured by a term of years. The vesting deed is recited, showing the vesting of the whole property in the tenant for life "subject to the powers and provisions upon and subject to which the same ought to be held under the Settlement." Then is recited the agreement for sale in fee simple *free from incumbrances*. The habendum is in fee simple. There are no covenants and no indemnity. The tenant for life conveyed "as trustee" by virtue of the powers of the S.L.A., 1925. The conveyance is therefore not expressly freed and discharged from the jointure rent charge (or from incumbrances generally) and no intention of overreaching stated.

(1) Is not the land thus conveyed proportionately subject to the rent charge by implication under Pt. VIII of Sched. II L.P.A., 1925? and if so

(2) What should be done for the protection of the present purchaser B?

(3) Should not the tenant for life who was beneficially interested, have conveyed "as beneficial owner"? And if he had, how far would that (by reason of the covenant against incumbrances implied by Pt. I of the said schedule) have removed the doubt in question?

A. Assuming the jointure rent charge arose under the settlement—compound or otherwise—of which the grantor was tenant for life, or had the powers of a tenant for life under the S.L.A., 1925, that the trustees of that settlement received the purchase money, and that no legal mortgage had actually been made to raise or secure the jointure, both it and the term securing it were over-ridden by the conveyance under the Act by virtue of s. 72 (2). This applies notwithstanding that the tenant for life conveyed as trustee, though it is agreed that the more usual form is "as beneficial owner" with a restrictive clause as to claims affecting interests in reversion. The deed being a clear conveyance of the fee, covenants for title are construed accordingly, see *Page* v. *M. R. Co.*, 1894, 1 Ch. 11.

Post-1923 Intestacy — Widow's £1,000 — Whether capitalised Value of an Annuity from a Benevolent Fund to be taken into consideration.

Q. 1189. A died in 1927 intestate, the total estate both real and personal being less than £1,000. He died leaving a widow and one child. On his death the widow is entitled to an annuity from a widow's and orphan's fund established by the deceased's employers, the capitalised value of which is approximately £1,200. The annuity is payable during widowhood only. Is the widow entitled to receive, under s. 46 (1) of the Administration of Estates Act, 1925, the whole of the deceased's estate, or must she first take into account the capitalised value of the annuity? If so, how will the widow obtain her £1,000 cash, contemplated under the section?

A. If the annuity was not part of the deceased's estate, available for payment of his debts, pension is not brought into account, for the widow's private means do not quality her benefits under s. 46, *supra*.

Charge of Instalments of Unpaid Purchase-money— Whether affecting Future Purchaser.

Q. 1190. Is it in order in the answer to *Q.* 1045 to refer to s. 2 (2) of the L.P.A., 1925, as amended by the schedule to the L.P.A. (Am.) A., 1926? It is submitted that this sub-section, as amended, cannot apply unless the trustees for sale have been approved or appointed by the court or are a trust corporation. There is nothing in *Q.* 1045 to show that the trustees have been approved or appointed by the court, and they are not a trust corporation. Is there anything in the property Acts or in any cases which have been decided under them which makes s. 2 (2) as amended applicable to the trustees for sale who have not been approved or appointed by the court, and who are not a trust corporation? Assuming that the charge referred to in *Q.* 1045 as having been given to C is an equitable charge, could it be over-reached by the conveyance to the purchaser by virtue of the provisions of s. 28 (1) of the L.P.A., 1925, and s. 72 of the S.L.A., 1925, and particularly sub-s. (3) (*b*) of the latter section, in other words, does s. 28 (1) of the L.P.A., 1925 make the provisions of s. 72 of the S.L.A., 1925 applicable to trustees for sale?

A. The questioners are thanked both for their criticism and their ingenious suggestion to validate the answer to *Q.* 1045, if their criticism is well founded. The latter appears to be the case, but their suggestion cannot be accepted, because of the words "a disposition under this Act" in s. 72 (3) of the S.L.A., 1925. The transaction recorded in *Q.* 1045 cannot in any way be regarded as such a disposition, and the answer must therefore be amended to the effect that, in whatever form C's charge may be, the purchaser must see that it is cleared off on or before completion.

Reviews.

Probate and Estate Duty Practice. Edgar A. Phillips, LL.B. (Clerk of the Principal Probate Registry). Second Edition. 1927. Large Crown 8vo. pp. xvi and 338 (with Index). The Solicitors' Law Stationery Society, Ltd. London: 22, Chancery-lane, W.C.2; 27 and 28, Walbrook, E.C.4; 6, Victoria-street, S.W.1; 49, Bedford-row, W.C.1; 15 Hanover-street, W.1; Liverpool: 19-21, North John-street; Glasgow: 66, St. Vincent-street. 10s. 6d. net (with Supplement).

Recent legislation and recent decisions in the courts have greatly affected the practice of the Probate Court and the Estate Duty Office, and the legal profession is once again faced with new and difficult problems. The procedure regarding grants dealing with settled land has been vitally affected and the section of this very useful work devoted to that subject has been entirely rewritten to bring it in accordance with the present practice. The whole subject is carefully and comprehensively treated. Reliable and handy, the book should find a place in the office of every busy solicitor. The Supplement usefully explains the effect of the decisions *In re Gibbings, deceased; In re Bridgett and Hayes' Contract*, and the directions which have followed those decisions.

W. P. H.

Tests for Drunkenness. By Sir James Purves-Stewart, K.C.M.G., C.B., M.D., F.R.C.P. Article in "The Practitioner," March 1928. Price 4s.

On the purely medical aspects of this article we do not propose to express views, but we beg to disagree with a statement quoted from a law book and to an attempted definition of drunkenness by the learned author of the article himself.

The statement in "Byrne's Law Dictionary" that, "A man may be held drunk for the purpose of one offence when he would not be held drunk for the purpose of another offence," has no warrant in statute or decided cases. It embodies a confusion of thought which lies at the root of much said and written upon this subject.

A man is either drunk or he is not; the law knows no difference between a drunken engine-driver "driving an express train" or a drunken engine-driver "walking along a country lane." But he is infinitely more dangerous in the one operation than the other; his drunkenness is more likely to be apparent; and he is much more likely to be dealt with by his fellows in the one instance than in the other. So long as he stumbles home down the lane no one cares much whether he be drunk or not. We all care very much if he hurls a train to destruction.

Upon Byrne's misstatement of the law Sir James Purves-Stewart founds a definition which makes not drunk a man who has sat safely in an armchair and swilled himself into a drunken sleep. He was not "unable to execute the occupation on which he was engaged at the time," and does not "thereby cause danger to himself or to others," unless we are to dodge the difficulty by saying that taking more alcohol than one can conveniently carry is itself dangerous to the taker. Of course, the usual mistake is made of calling being "drunk and incapable" an offence and saying there is no penalty for simply being drunk. Being drunk on a highway or public place is in law an offence, but no arrest can take place unless disorder or incapacity be present.

The police do not enforce the law rigidly by prosecuting a person who is merely drunk, but can get home. Administrative practice is once again confused with law.

NOTES OF CASES.

House of Lords.

Josef Inwald Aktiengesellschaft *v.* **Pfeiffer.** 6th March.

TREATY OF PEACE—CHARGE ON PROPERTY OF FOREIGN NATIONAL—RIGHT OF CREDITOR TO SUE FOR PRE-WAR DEBT.

The appellants were an Austrian company and the respondent was a Norwegian carrying on business in England. The appellants claimed from the respondent £494 for goods sold and delivered to him between May and July, 1914, and the Administrator of Austrian Property was joined as a defendant to the action. The respondent contended that the Administrator was the only person entitled to sue, and that the writ should be struck out. By the Treaty of Peace, Art. 249, and the Order in Council giving effect thereto all debts due to Austrians from persons in England were charged in favour of the Administrator to apply the proceeds in paying claims of British subjects against enemy countries. Master Jelf set aside the proceedings, and his order was affirmed by Shearman, J. The Court of Appeal held that the Administrator was the proper person to enforce the debt and affirmed the order of Shearman, J.

Lord SUMNER said that the debt was for the time being a debt due to the Administrator, and to him alone and, therefore, an action by the former creditor was incompetent. He did not see how it could be contended that if the Administrator had all the powers of a creditor anyone else could sue as creditor. Nor was the difficulty got over by joining the Administrator as a defendant. It was not to be taken that any doctrine corresponding to a mortgagor's equity of redemption was contemplated by the framers of the Treaty. Nor was it reasonable to suppose that the English doctrine of legal and equitable estates was in the minds of the parties. He had no hesitation in saying that the position of the appellants was such that they could not bring this action at all, and that the writ must be struck out.

Lords WARRINGTON and ATKIN gave judgment to the same effect.

COUNSEL: *Sir W. Greaves-Lord*, K.C., and *S. Armstrong; Aronson; The Attorney-General* (*Sir D. Hogg*, K.C.) and *Giveen*.

SOLICITORS: *Cardew Smith & Ross; Neve, Beck, Son & Co.*, Solicitor to the Clearing House.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Miller *v.* **Miller.** Lord Merrivale, P. 12th March.

DIVORCE—PRACTICE—JUDICIAL SEPARATION—RESUMPTION OF CO-HABITATION—MOTION BY GUILTY RESPONDENT TO RESCIND DECREE—ECCLESIASTICAL PRACTICE—JUDICATURE (CONSOLIDATION) ACT, 1925, 15 & 16 Geo. 5, c. 49.

This was a motion by a respondent husband for rescission of a decree of judicial separation, which was pronounced in favour of the wife on the ground of cruelty on the 2nd June, 1926, and under which she was granted the custody of the children of the marriage. Since the decree the husband had had access to the children from time to time, and on one of the occasions a reconciliation had taken place between husband and wife, and they had begun to live together again. The wife was not represented on the motion, but there was an affidavit by her on the file to the effect that she concurred in the application. Counsel, in moving the court, said that he knew of no precedent for such an application being made at the instance of a respondent against whom the decree was made, although there was authority for such an application being made on motion on behalf of a petitioner (*Oram* v. *Oram*, 129 L.T. 159; 39 T.L.R. 332). There was nothing in the Judicature (Consolidation) Act, 1925, which afforded definite guidance or direction in such a case, but it was submitted that the court could make the order, provided the petitioner concurred.

Lord MERRIVALE, P.: If there is no precedent it is time there was. The Ecclesiastical Courts dealt with such matters according to common sense. I do not see that it matters which of the parties makes the application, provided that they both concur in it. I make the order.

COUNSEL: *H. Durley Grazebrook*, for the husband.

SOLICITORS: *Bulcraig & Davis*.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

County Court.

Timothy White Ltd. *v.* **Frowde.**

Barnard Lailey, L.J., K.C.

Aldershot County Court, 10th February.

LANDLORD AND TENANT — ACCEPTANCE OF RENT — PRESUMPTION OF TENANCY—MISTAKE—REBUTTAL OF PRESUMPTION.

His Honour Judge BARNARD LAILEY, K.C., delivered the following considered judgment, at the above court, on Thursday, the 8th inst.: "The plaintiffs claim possession of business premises and the defence is that the defendant holds as their tenant on a tenancy which is subsisting. No dwelling-house is affected, the case stands clear of the Rent Acts and the material facts are these: The premises were let by the plaintiffs to one Martin on lease, for a term which expired 25th March, 1927, at a rent of £52 a year, payable quarterly on the usual quarter-days. Martin sublet the premises to the defendant for the whole term, less one day, at the same rent, payable in the same manner. For some time previously to March, 1927, one Johnson, an estate agent, by arrangement between all the parties, collected the rent from the defendant and handed it over to the plaintiffs, who paid them commission thereon, Martin going out of the picture. Although he had negotiated and drawn up the subtenancy agreement, and had both that document and the lease to Martin in his office, Johnson stated in evidence that he overlooked the fact that both tenancies had expired, and that it did not come to his recollection until July. One does not too readily accept such a story, but Johnson as a witness impressed me favourably; he frankly admitted the blunder and I accept his evidence as true. In April, 1927, the defendant paid £13 to Johnson, who gave him a receipt for it as "the rent due 25th March," handing the money on to the plaintiffs as usual. Shortly after Midsummer, Johnson, describing himself as agent for the plaintiffs, sent the defendant an application for a quarter's rent to 24th June. A week or two later, before this demand had met with any response, it came to Johnson's knowledge or recollection that the tenancies had expired in March, and on 15th July he wrote to the defendant stating that the application for rent had been made in error, and adding that he would communicate with the plaintiffs as to a renewal and write further. On 23rd July, he wrote again applying on behalf of the plaintiffs for possession at an early date. On that one Dowle, as agent for the defendant, wrote to the plaintiffs direct (26th July), asking for the matter to be reconsidered and observing that the defendant appeared to be a tenant at will. The answer was that the tenancy could not be renewed. On 18th August, the defendant paid Johnson £13 and was given and accepted a receipt for it, as 'on account for use and occupation,' at the rate of £1 a week from 25th March to 12th August, and on 8th October a sum of £10 was similarly paid and acknowledged as 'on further account of weekly rent for use and occupation.' Possession having repeatedly been demanded, the action was

commenced on 17th January, 1928, claiming possession with mesne profits as from 25th March.

" On the foregoing facts it is contended for the defendant that there is a subsisting tenancy from year to year. It is urged in the first place that the plaintiffs, having received rent for one day after the defendant's tenancy from Martin came to an end, are thereby estopped from denying that the defendant is their tenant. I do not think there is any substance in this point, and if it were necessary I should be disposed to deal with it by applying the maxim *de minimis non curat lex*. I am satisfied that in accepting payment larger by some 3s. than the defendant in strictness need have made, Johnson had no intention of creating nor assenting to any tenancy between the plaintiffs and the defendant; nor, in my view, had he authority to do so. Nothing of the kind was present to his mind nor to the plaintiffs'. The doctrine of constructive notice, has no application here. Accepting Johnson's evidence as I do, I do not think the possession by the plaintiffs' rent-collector of documents from which the facts might readily have been ascertained avails the defendant. If the fact that more rent had been paid than was due was not present to the party's mind it matters not that evidence of the fact was in his top drawer. But even assuming full knowledge, in fact or by way of estoppel, what kind of tenancy is to be implied from payment and acceptance of one day's rent? Certainly not a yearly tenancy nor a quarterly one, for a day is not an aliquot part of a year or a quarter of a year; and I am not aware of any case in which the existence of a tenancy from year to year or a quarterly tenancy has been implied from a less payment than for a quarter of a year; nor a weekly tenancy from a payment for less than a week. Then reliance is placed on the application for a quarter's rent to Midsummer. If that application had been complied with, it may be that the plaintiffs would have been in a difficulty. Payment and acceptance of rent gives rise to the presumption of the existence of a tenancy and, unexplained, the presumption may be said to be ' violent,' especially when the parties (as here they were not) have previously been in the relationship of landlord and tenant, see e.g., *Dougall* v. *McCarthy*, 1893, 1 Q.B. 736. But before anything else happened the defendant was plainly told that the application had been made in error and that the plaintiffs were not minded to accept him as their tenant. The creation of a tenancy is matter of contract, of which mutual intention to contract is always of the essence. The presumption arising from actual payment of rent, as distinguished from a mere application uncomplied with, may be rebutted by evidence negativing intention or showing mistake, see *Doe d. Lord* v. *Crap*, 6 C.B. 90; *Marquis of Camden* v. *Batterbury*, 7 C.B. [n.s.] 864; *Smith* v. *Wedlake*, 47 L.J. [Com. Law] 282. And as in the case of the Lady Day payment, so in the case of the Midsummer application. I find that there never was any intention on the plaintiff's part to create a new tenancy. Further, any suggestion that the defendant had anything of the kind in mind is negatived by his agent's letter of 26th July. The subsequent acceptance, however, of payments for use and occupation precludes the view that the defendant is a mere trespasser; see the judgment of Bramwell, L.J., in *Smith* v. *Wedlake*, *supra*. But in my opinion his interest was, at the highest, a tenancy at will, and that has been determined. It follows that there must be judgment for possession with mesne profits or an equivalent payment for use and occupation from 25th March, when the plaintiffs' right accrued—I assess this at £1 a week, and the defendant will have credit for the £23 he has paid. Costs will follow the event and the defendant must pay them."

SOLICITORS: *Turk*; *Coggins*.

The Principles and Practice of the Law to-day—Copies of the first part of The Right Hon. Lord Justice Sankey's Lecture, which appeared in our last issue, can still be obtained from the Assistant Editor, 29 Breams Buildings, E.C.4

Societies.

United Law Society.

A meeting of the Society was held in the Middle Temple Common Room on Monday, the 5th inst., Mr. F. W. Yates in the chair. Mr. Bell opened " That this House disapproves of the suggested transfer from a petitioning wife to the court of her right to determine whether divorce or judicial separation shall be the remedy appropriate to her case." Mr. G. M. Day opposed. There also spoke Messrs. Pearce, Ashley, Hughes, Tebbutt, Wood-Smith and Sweeney. Mr. Bell having replied, the motion was put to the House and lost by two votes.

At a well-attended meeting of the Society held at the Middle Temple Common Room, on the 12th inst., Mr. J. R. Yates gave an address on " The 'U.L.S.'—a Retrospect." Many old members were present including several who had been associated with the Society as far back as the 'seventies. Messages of good wishes were reported from past office-holders unable to be present, including Lord Atkin, Sir William Bull' Bt., P.C., M.P., Sir Seymour Williams, Sir Francis Voules, Mr. E. F. Spence, K.C., Professor Edward Jenks, Alderman W. L. Munday (Plymouth), and Mr. A. E. B. Soulby (Malton).

After outlining the position of the legal profession about the middle of last century and the inadequate educational and professional tests, at any rate as regarded attorneys and solicitors, and having referred to the scattered positions of the innumerable law offices and courts at various stages between Westminster and the Guildhall, Mr. Yates described the efforts in the early 'sixties of the youthful founders of the Articled Clerks' Society, as it was then called. The records of that period showed that in addition to debating, the students themselves started law lectures, a lending library, a legal correspondence department for country students, and also set about the attainment of the following definite objects: (1) Concentration of the Law Courts, (2) Official law classes, (3) Honours at examinations, (4) A union of law students throughout the Kingdom. The attainment of these several objects, to which the Society may be regarded as having made a fair contribution, occupied a period of some twenty years. It was interesting to note that when ultimately the present law school was established by the Law Society in Chancery-lane, Dr. Edward Jenks, who in student days was an active member and office-holder of the United Law Society, was appointed the first principal, an office which he filled with great ability for twenty-one years. Long before this, namely, in 1875, the Society had opened its ranks to Bar students and members of the Bar, when it changed its name to The United Law Student's Society, and subsequently—possibly owing to a feeling of being middle aged—became the United Law Society, by which it has been known for forty years. Reference was made to several law students' congresses held under the auspices of the Society.

The achievement of its earlier ambitions had by no means exhausted the usefulness of the Society, whose activities to-day include, besides debates of its own members, and with those of other bodies, the work of poor man's lawyer.

In the discussion that followed there spoke Mr. C. Kains Jackson (a link with the original founder, Mr. Wynne Baxter, to whom he was articled), Mr. H. E. Barren, Mr. F. A. Wood, Mr. H. Westbury Preston, Mr. H. R. Lewis, Mr. J. W. Weigall, Mr. C. H. Kirby, Mr. G. D. Elliman, and Mr. E. H. Pearce.

Law Students' Debating Society.

A meeting of the Society was held at The Law Society's Hall, on Tuesday, the 13th inst. (Mr. J. W. Morris in the chair), when the subject for debate was: " That in the opinion of this House the case of *Mussmann* v. *Engelke*, 1928, 1 K.B. 90, was wrongly decided." Miss C. Morrison opened in the affirmative and Mr. H. Ronald Davies seconded; whilst Mr. E. F. Iwi opened in the negative and was seconded by Mr. W. L. F. Archer.

The following members having spoken, viz., Messrs. G. E. Walker, H. M. Pratt, C. Binney, and C. F. S. Spurrell, the opener replied, and the Chairman having summed up, the motion was put to the meeting and lost by one vote. There were nineteen members and one visitor present.

The Medico-Legal Society.

An ordinary meeting of the Society was held at 11 Chandos Street, Cavendish Square, W.1, on the 22nd inst., at 8.30 p.m., when a paper was read by Dr. Gerald Slot on " Pain in its Medico-Legal Aspects," which was followed by a discussion.

Gray's Inn.

Lord Atkin of Aberdovey will be entertained by his fellow Benchers of Gray's Inn at dinner in Hall, on Friday, 30th inst., in honour of his appointment as a Lord of Appeal in Ordinary. Lord Atkin, who was an Arden scholar, was called to the Bar by Gray's Inn in 1891. He has been closely associated with the administration of the Inn and with many aspects of its activities. He became a Bencher in 1906, and served as Treasurer in 1914. He took a prominent part in reviving the moots, which had been for many years past a distinctive feature of the life of the Inn, was Master of the Moots for some years, and in the last year of his Mastership—1924—published "The Gray's Inn Moot Book." He has been president of the Gray's Inn Golf Society, and formerly served as the representative of the Inn on the Senate of London University, retiring from this position last year. Lord Atkin is at present the chairman of the Council of Legal Education.

The Law Society.

A moot was held at the Society's Hall on Friday, the 16th inst., Mr. C. Robertson Dunlop, K.C., presiding. The Vice-President of The Law Society (Mr. R. M. Welsford) was also present. The following case was argued :—

Charles v. *Robert and James.*

A wealthy Peer's son, Charles, aged twenty, calls on Robert, a well-known breeder of greyhounds, and purchases a racing dog for £30 cash down. He leaves the dog with Robert, saying to him, "Send it to my kennel at the White City next week." The next day James calls at Robert's kennels, and, taking a fancy to the dog which Charles had purchased, offers £55 for it. Robert informs him that the dog has been sold, but, after some persuasion, agrees to accept £55 from James, who takes the dog away with his permission. Robert then writes to Charles, enclosing a cheque for £30 and saying that he has changed his mind about the sale of the dog to him. Charles sues both Robert and James to recover the dog.

Mr. I. L. Maltz appeared for the plaintiff; Mr. C. B. Head for the defendant Robert; and Mr. J. H. A. Lang and Mr. R. D. Leigh for the defendant James.

The Court (Mr. C. Robertson Dunlop, K.C., Mr. G. M. Brown and Mr. A. C. D. Ensor) gave judgment for the defendants.

RUGBY FOOTBALL CLUB.

We are asked to announce that, by permission of the Council of The Law Society, a dance will be held at The Society's Hall (Chancery-lane) in the Members' Common Room, on Friday next, the 30th inst., from 9 p.m. to 2 a.m., when Newman and his Band will be in attendance. Tickets, 12s. 6d. single, or £1 1s. double, inclusive of buffet refreshments, may be obtained at The Law Society's Hall, or through any member of the Dance Committee.

In Parliament.

House of Lords.

BARONIES OF MONTACUTE AND MONTHERMER.

A petition has been presented on behalf of Col. William Selby-Lowndes, O.B.E., of Whaddon Hall, who claims to be one of the co-heirs of the Ancient Baronies of Montacute and Monthermer; and referred to the Committee of Privileges to consider and report.

House of Commons.

COMPANIES BILL.

Further consideration was given on Tuesday by Standing Committee B of the House of Commons, under the chairmanship of Sir Cyril Cobb (U., Fulham, W.), to the Companies Bill, the object of which is to amend the Companies Acts, 1908 to 1917.

On Clause 12, which prohibits the provision of financial assistance by a company for the purchase of its own shares, Mr. Albert (U., Gravesend) moved to amend sub-s. (*b*), which exempts from the operation of the clause the purchase by trustees of shares in the company to be held by or for the benefit of employees of the company. He wanted to include salaried directors among the employees for whose benefit such shares were bought. It was becoming the practice to elect employees to boards of directors to enable the directors to keep in touch with branch establishments and with their employees.

Sir P. Cunliffe Lister readily accepted the amendment, which was agreed to.

The clause as amended was then agreed to.

Rules and Orders.

THE COUNTY COURT (LANDLORD AND TENANT) RULES, 1928. DATED MARCH 19TH, 1928.

1. These Rules may be cited as the County Court (Landlord and Tenant) Rules, 1928, and shall be read and construed with the County Court Rules, 1903,* as amended.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, as amended.

A Form referred to by number in these Rules means the Form so numbered in Part I of the Appendix to the County Court Rules, 1903, as amended.

The County Court Rules, 1903, as amended, shall have effect as further amended by these Rules.

2. After Order LA, in the County Court Rules, 1903, there shall be inserted the following Rules, which shall stand as Order LB :—

ORDER LB.

THE LANDLORD AND TENANT ACT, 1927.

PART I.

General.

1. *Interpretation.*]—In this Order "The Act" means the Landlord and Tenant Act, 1927.

2.—(1) *Manner of making claim.*]—A claim under the Act for compensation in respect of any improvement or for goodwill or for a new lease in lieu of compensation for goodwill or by a mesne landlord under section 8 (1) of the Act shall be made in writing signed by the claimant, his solicitor or agent and shall state the name and address of the claimant and of the landlord against whom the claim is made and shall contain—

(*a*) a description of the holding in respect of which the claim arises and of the trade or business carried on upon the holding;

(*b*) a concise statement of the nature of the claim;

(*c*) if the claim arises in respect of an improvement, particulars of the improvement including the date whereon the improvement was completed and the cost thereof; and

(*d*) if compensation is claimed, a statement of the amount claimed.

(2) *Time for claiming under s.* 8 (1).]—Any claim by a mesne landlord under section 8 (1) of the Act shall be made and the document shall be served at least two months before the termination of his tenancy.

3. *Service of documents.*]—All claims, notices, requests, demands or other instruments under the Act or this Order shall be in writing signed by the person making or giving the same or his solicitor or, except in the case of legal proceedings, by his agent, and save as hereinafter mentioned shall be served in accordance with the provisions of section 23 of the Act :

Provided that service of any summons or process of the Court shall be in accordance with the practice of the County Court.

4. *Mesne landlord to serve copies on his landlord.*]—Where any process notice or document relating to any proposed improvement or to any claim has been served on or sent to a mesne landlord, he shall forthwith serve on his immediate landlord a copy of the process notice or document, together with a notice in writing stating the date when the process notice or document was served on or sent to the mesne landlord.

PART II.

Rules as to proceedings for compensation or relief in lieu of compensation under Sections 1, 4, 5 *and* 8 *of the Act.*

5.—(1) *Proceedings commenced by action.*]—Proceedings for the determination of a right to compensation or relief in lieu of compensation under sections 1, 4, 5 and 8 of the Act or any of such sections shall be by action commenced by plaint and ordinary summons.

(2) The action shall be intituled "In the matter of the Landlord and Tenant Act, 1927."

(3) The person claiming compensation shall be the plaintiff and the person from whom the compensation is claimed shall be the defendant.

(4) No proceedings shall be commenced until the expiration of two months from the date whereon the plaintiff shall have served on the defendant his claim for compensation.

6. *Præcipe.*]—The præcipe filed for the purpose of the entry of the plaint shall be in accordance with the form in the Appendix.

7. *Return day.*]—The return day shall be fixed not less than six weeks after the filing by the plaintiff of his particulars of claim.

*S.R. & O. Rev., 1904, III, County Court, E., p. 89 (1903, No. 629).

8. *Particulars.*]—The plaintiff shall at the time of the entry of the plaint file particulars of his claim in accordance as far as possible with the form in the Appendix, and he shall when filing the particulars file as many copies thereof as there are defendants, and the particulars shall be annexed to and served with the summons. The plaintiff shall at the same time also file two copies of the particulars for the use of the Court.

9. (1) *Defence and Counter-claim.*]—Within fourteen days after service on him of the summons every defendant may file a statement of his grounds of defence (if any) and also a statement (with particulars) of any counter-claim or set-off which he may have including any claim under section 11 of the Act.

(2) Subject to any statement so filed the particulars of the plaintiff shall unless the Court otherwise orders be deemed to be admitted.

(3) The defendant shall at the same time serve on the plaintiff in accordance with the provisions of section 23 of the Act a copy of the statement (if any) and shall also file two copies for the use of the Court.

10. *Defence to Counter-claim.*]—The plaintiff may within seven days from the service of the statement by the defendant serve on the defendant in accordance with the provisions of section 23 of the Act his defence (if any) to the counter-claim and shall also file three copies thereof for the use of the Court.

11. *Reference for inquiry and Report.*]—Unless the parties shall, within seven days after the expiration of the time limited for service on the defendant of the plaintiff's defence to counter-claim (if any), file a memorandum that they agree to the matter being determined otherwise, the matter shall stand referred for inquiry and report to one of the panel of Referees appointed under the Act who shall be selected by the Registrar, or if any party objects in writing to his so doing within the time aforesaid, by the Judge; and the action shall stand adjourned for the consideration of the report and the provisions of section 6 of the County Courts Act, 1919, shall apply:

Provided that—

(i) the Court may on the application of either party fix an earlier day than the return day for the trial of the action or an earlier day for the matter standing referred as aforesaid as the case may be, and may give such directions as to the filing of any defence or counter-claim as may be required;

(ii) a matter shall not be so referred if the Judge in his discretion with or without application by either party considers that the matter is more fit to be decided by the Court.

12. *Notice to referee.*]—The Registrar shall thereupon give notice to the Referee of his appointment and shall forward to him copies of all documents filed by the parties and shall give a similar notice to each of the parties.

13. (1) *Report of referee.*]—The Referee shall complete his inquiries and file his report within a period of four weeks from the receipt of the notice of his appointment unless that period be enlarged by the Court, and at the same time shall file a statement of his remuneration and expenses.

(2) On the filing of the report the Registrar shall give notice to the parties that he will fix the remuneration and expenses of the Referee in pursuance of Rule 31 at a date not less than four days from such notice and the Registrar shall fix the remuneration and expenses accordingly.

(3) After payment into Court by either of the parties of the amount fixed, the Registrar shall on the request of any party and on payment of the prescribed fee, furnish a copy of the report, and shall give to the parties not less than fifteen days' notice of the day and hour when the report will be considered by the Judge.

14. (1) *Applications.*]—Any party may at any time apply to the Court for directions.

(2) Four clear days' notice of the application shall be served on every other party to the action.

(3) The Registrar may at any time report to the Judge in relation to any such application, and the Judge may thereupon give or forward by post to the Registrar such directions in writing as may be necessary including an order for the extension of any time limited for the doing of any act or thing provided for by the Act or this Order.

15. *Actions not referred.*]—Subject to the provisions of this Order the action shall proceed according to the Rules and practice prevailing in the County Court.

Part III.

Rules as to other proceedings.

16. *Proceedings commenced by summons.*]—Every proceeding for the purpose of obtaining the grant of any certificate by the Court or the determination by the Court of any question under the Act other than questions arising in proceedings to determine the right to compensation or relief in lieu of compensation under sections 1, 4, 5 and 8 or any of those sections shall be commenced by summons.

17. *Filing of summons.*]—The summons shall be prepared by the applicant and filed with the Registrar with as many copies as there are parties to be served and two further copies for the use of the Court.

18. *Particulars.*]—The summons shall contain all such particulars as may be necessary to disclose the nature of, and grounds for the relief claimed.

19. *Hearing.*]—The Registrar shall fix a day for the hearing of the summons.

20. *Persons served.*]—Every summons shall be served on all persons affected thereby and they shall be respondents to the summons.

21. *Time of service.*]—Every summons shall be served ten clear days before the day fixed for the hearing.

22. *Procedure.*]—Subject to the provisions of the Act and this Order, the practice and procedure of the Court in an action shall with the necessary modifications apply to proceedings on an application under this Part of this Order.

23. *Reference for inquiry and report.*]—Unless the parties shall before the day fixed for the hearing of the summons file a memorandum that they agree to the matter being determined otherwise, the matter shall stand referred for inquiry and report to one of the panel of Referees and the summons shall stand adjourned for the consideration of the report and the provisions of section 6 of the County Courts Act, 1919, and of Rules 12, 13 and 14 shall apply with such modifications as circumstances may require:

Provided that the matter shall not be so referred if the Judge in his discretion with or without application by either party considers that the matter is more fit to be decided by the Court.

24. *Matters not referred.*]—If the matter be not referred, the provisions of the three next succeeding Rules shall apply.

25. *Hearing.*]—Any summons may be heard and disposed of by the Registrar subject to the following provisions:—

(*a*) The Registrar may in any case and shall on the application of any party made on the hearing of the summons and before the Registrar has given his decision refer the matter to the Judge;

(*b*) The Judge may vary or rescind any determination or order of the Registrar and may make such determination or order as may be just;

(*c*) The application for such variation or rescission shall be made on notice in writing in accordance with the County Court Rules as to interlocutory applications and the notice shall be filed within four clear days from the date of the determination or order of the Registrar and if not so filed shall not be filed without leave of the Judge.

26. *Evidence.*]—No affidavit in support of the summons shall be used except by leave of the Court, but the Court may hear oral evidence if tendered by either party.

27. *Determination, order or direction.*]—On the hearing of the summons or at any adjournment thereof (but if the respondent does not appear subject to proof of service of the summons), the Court may make such determination order or direction as the Court shall think fit.

28. *Certificate, order or direction.*]—When the Court has given its final decision on any summons a certificate of the determination of the Court or an order or direction in accordance with the decision of the Court shall be prepared and sealed and signed by the Registrar and duplicates thereof shall be delivered to the bailiff who shall within twenty-four hours send the same by registered post to the parties, but it shall not be necessary for the party in whose favour a certificate or order or direction is made or given to prove previously to taking proceedings thereon that it was posted or reached the opposite party.

Part IV.

Rules relating to all proceedings under the Act.

29. *Superior landlord.*]—A superior landlord upon whom a copy of any process notice or document has been served in pursuance of the Act or Rule 4 of this Order may apply to the Court for directions in any proceedings under the Act or this Order, and the Court may if it appears desirable so to do give leave to the superior landlord to appear in the proceedings and take such part therein as may be just, and the Court may generally direct such proceedings to be taken or amendments to be made and give such directions as the Court may think proper.

30. *Application of O.* 20A.]—The provisions of Order XXA shall apply to all references so far as not inconsistent with the provisions of this Order.

31. (1) *Remuneration and expenses of referee.*]—The remuneration of the Referee shall be fixed in accordance with

the following scale and shall include remuneration for qualifying, viewing and reporting to the Court :—

	For every day of six hours or part thereof during which the Referee shall sit— £ s. d.
(*a*) Where a sum of money is claimed as compensation—	
not exceeding £50	3 3 0
exceeding £50 and not exceeding £100	4 4 0
,, £100 ,, ,, £200	6 6 0
,, £200 ,, ,, £1,000	10 10 0
,, £1,000	15 15 0
(*b*) In all other cases if the rent per annum reserved by the tenancy in respect of which the claim or application is made—	
does not exceed £25	3 3 0
exceeds £25 and does not exceed £50	4 4 0
,, £50 ,, ,, £100	6 6 0
,, £100 ,, ,, £500	10 10 0
,, £500	15 15 0

(2) There shall in addition be allowed to the Referee all proper expenses incurred by him in relation to the reference.

(3) The Court shall determine by whom and (if by more than one person) in what proportions such remuneration and expenses shall be borne, and shall make all orders and give all directions necessary to give effect to the determination of the Court.

32. (1) *Costs.*]—The costs of all proceedings under the Act and this Order shall be in the discretion of the Court and shall be taxed according to such one of the Scales of Costs in Part IV of the Appendix as the Court shall direct and in default of any direction they shall be taxed under column B of the Higher Scale.

(2) If either party has made an unconditional offer in writing to the other party which the other party has refused and the Judge is of opinion, having regard to the result of the proceedings before the Court that the offer should have been accepted, the Judge may order the party so refusing to bear his own costs and to pay the costs of the other party so far as they were incurred after the offer was made and in the opinion of the Judge would not have been incurred had the offer been accepted.

33. *Forms.*]—All proceedings and documents shall be in forms similar to the forms in the Appendix where the same are applicable, and in cases where such forms are not applicable or where no forms are provided, parties shall frame the proceedings or documents using as guides the forms contained in the Appendix.

3. In Part I of the Appendix to the County Court Rules, 1903, there shall be inserted the following new forms which shall stand as Forms 466 to 486 (inclusive) respectively :—

"466.

THE LANDLORD AND TENANT ACT, 1927.

PRÆCIPE FOR SUMMONS CLAIMING COMPENSATION OR RELIEF IN LIEU OF COMPENSATION IN ACTION BROUGHT UNDER SECTIONS 1, 4, 5 AND 8.

In the County Court of holden at
In the matter of the Landlord and Tenant Act, 1927.
No. of Plaint.

[*Other parts as in Form 6, down to and including "Registered Office of the Company."*]

What claim is for :— £ s. d.
Compensation for Improvement on holding.
Compensation for loss of goodwill.
Grant of new tenancy.
Fee for issuing plaint.
Solicitor's Costs.

Solicitor's name and address.

467.

THE LANDLORD AND TENANT ACT, 1927.

SUMMONS CLAIMING COMPENSATION OR RELIEF IN LIEU OF COMPENSATION UNDER SECTIONS 1, 4, 5 AND 8.

In the County Court of holden at
In the matter of the Landlord and Tenant Act, 1927.
No.

Between [*name, address and description of tenant*] Plaintiff
and
[*name, address and description of Landlord*] Defendant

You are hereby summoned to appear at a County Court to be holden at on the day of 19 , at the hour of in the noon, to answer the plaintiff to a claim the particulars of which are hereunto annexed.

Debt or Claim. £ s. d.

*1. Payment by the defendant of compensation in respect of improvement on a holding situate at and being No. Street in of which holding the plaintiff is tenant and the defendant is landlord.
*2. Payment by the defendant of compensation for the goodwill of the trade or business of a carried on by the plaintiff on the said holding.
*3. The grant of a new tenancy of the premises comprised in the said holding.
Costs of Plaint.
Solicitor's Costs.

Total amount.

Registrar.

* Strike out so much as may not be applicable.

[See back.]

[*To be indorsed on the Summons.*]

Note.—If you are a mesne landlord you must forthwith serve on your immediate landlord a copy of this summons together with a notice in writing stating the date when you were served with this summons.

You may within fourteen days after service on you of this summons file a statement of your grounds of defence (if any) and also a statement (with particulars of any counterclaim or set-off) which you may have including any claim under section 11 of the above-mentioned act. Subject to any statement so filed by you the particulars of the plaintiff will unless the Court otherwise orders be deemed to be admitted.

If you file any such statement as above mentioned you must at the same time serve on the plaintiff in accordance with section 23 of the act a copy of your statement and you must also file two copies for the use of the Court.

Unless the parties within the time limited by the Rules file a memorandum that they agree to the matter being determined otherwise or unless the Judge otherwise directs the matter will stand referred for inquiry and report to one of the panel referees appointed under the Act who will be selected by the Registrar or (if any party objects in writing to his so doing within the time aforesaid) by the Judge.

468.

THE LANDLORD AND TENANT ACT, 1927.

PARTICULARS OF CLAIM UNDER SECTIONS 1, 4, 5 AND 8.

Date of lease or agreement for tenancy of holding.
Names and addresses of parties to lease or agreement.
Term granted by lease or agreement.
Rent reserved by lease or agreement.
Date and mode of termination of tenancy.
Date of notice (if any) terminating tenancy.
Date when plaintiff quitted holding.
Purpose for which holding used.
State particulars with dates of improvements in respect of which a claim is made and the cost thereof.
(*If compensation for goodwill is claimed*) state grounds upon which compensation is claimed.
Date of service of claim for compensation on defendant.

469.

THE LANDLORD AND TENANT ACT, 1927.

SUMMONS IN PROCEEDINGS UNDER RULE 16 OR ORDER LB TO ENFORCE A CLAIM UNDER SECTIONS 1, 4, 5 AND 8.

In the County Court of holden at
In the Matter of the Landlord and Tenant Act, 1927.
No. of application.

Between
[*name, address and description of Landlord or Tenant, as the case may be*], Applicant
and
[*name, address and description of Tenant or Landlord as the case may be*], Respondent.

Take notice that you are hereby summoned to attend this Court on the day of , 19 , at the hour of in the noon on the hearing of an application on the part of the said for [*state nature of relief asked for*] and for an order providing for the costs of and incidental to this application including the remuneration and expenses of any Referee to whom this matter may be referred.

And further take notice that if you do not attend in person or by your Solicitor at the time and place above mentioned such directions will be given and such determination and order made as the Court may think just.

Dated the day of , 19 .

Registrar.

To [*name and address of respondent*].

Note.—If you are a mesne landlord you must forthwith serve on your immediate landlord a copy of this summons together with a notice in writing stating the date when you were served with this summons.

Unless the parties before the day fixed for the hearing of this summons file a memorandum that they agree to the matter being determined otherwise or unless the Judge otherwise directs the matter will stand referred for enquiry and report to one of the panel of Referees appointed under the Act who will be selected by the Registrar or (if any party objects in writing to his so doing) by the Judge.

470.

THE LANDLORD AND TENANT ACT, 1927.

NOTICE TO A PARTY THAT AN ACTION OR MATTER HAS BEEN REFERRED TO A REFEREE.

[*Title of action or matter.*]

Take notice that this action (matter) stands referred to Mr. of for inquiry and report pursuant to section 21 of the Landlord and Tenant Act, 1927, and you are not required to attend this Court on the day of . The Referee will hold the inquiry at such time and place as he may appoint.

Dated the day of , 19 .

Registrar.

To the Plaintiff and Defendant
or
Applicant and Respondent.

471.

THE LANDLORD AND TENANT ACT, 1927.

NOTICE TO REFEREE TO WHOM ACTION OR MATTER IS REFERRED.

[*Title of action or matter.*]

Sir,

Take notice that this action (matter) stands referred to you for inquiry and report pursuant to section 21 of the Landlord and Tenant Act, 1927.

Dated the day of , 19 .

Registrar.

To
of

472.

THE LANDLORD AND TENANT ACT, 1927.

SUMMONS FOR DETERMINATION OF RENT AND TERM ON RENEWAL OF LEASE.

[*Heading and other parts as in Form* 469.]

for the determination of certain questions relating to a proposed renewal of a tenancy of a holding situate at and being No. Street of which the applicant is landlord and you are tenant the questions being—

(*a*) What is a reasonable term for which the said tenancy should be renewed, and

(*b*) What is the reasonable rent to be reserved during such renewed tenancy.

473.

THE LANDLORD AND TENANT ACT, 1927.

SUMMONS FOR A CERTIFICATE THAT AN IMPROVEMENT IS A PROPER IMPROVEMENT.

[*Heading and other parts as in Form* 469.]

for a certificate that a certain improvement on a certain holding situate at and being No. Street of which holding the said is tenant and you are landlord being the improvement specified in a notice dated the day of 19 and served on you on this day of 19 is a proper improvement.

474.

THE LANDLORD AND TENANT ACT, 1927.

SUMMONS FOR CERTIFICATE THAT AN IMPROVEMENT HAS BEEN EXECUTED.

[*Heading and other parts as in Form* 469.]

for a certificate that a certain improvement on a certain holding referred to in a notice dated the day of 19 and served on the above-named (landlord) has been duly executed.

475.

THE LANDLORD AND TENANT ACT, 1927.

SUMMONS FOR DETERMINATION AND PAYMENT OF LANDLORD'S EXPENSES OF FURNISHING A CERTIFICATE AS TO IMPROVEMENT.

[*Heading and other parts as in Form* 469.]

That the expenses incurred by the said for the purpose of furnishing a certificate as to an improvement on a certain holding situate at and being No. Street in of which holding the said is landlord and you are tenant may be determined and certified and that you may be ordered to pay them to the said

476.

THE LANDLORD AND TENANT ACT, 1927.

SUMMONS BY LANDLORD FOR DIRECTIONS AS TO OFFERING A RENEWAL OF TENANCY.

[*Heading and other parts as in Form* 469.]

That with regard to a claim for compensation for an improvement (and for goodwill) made by [*name and address of tenant*] as tenant of a certain holding situate at and being No. Street it may be determined

Whether an offer for renewal of the tenancy of the said should be made in lieu of compensation and if so for what term at what rent and subject to what conditions.

477.

THE LANDLORD AND TENANT ACT, 1927.

SUMMONS FOR INCREASE OF RENT RESERVED BY REVERSIONARY LEASE.

[*Heading and other parts as in Form* 469.]

That it may be directed and ordered that the rent reserved by a reversionary lease dated the day of 19 and granted by the said [*landlord*] to the said [*tenant*] of a holding situate in and being No. Street may be increased as from the day of 19 by the sum of £ per or by such other sum as the Court may think proper.

478.

THE LANDLORD AND TENANT ACT, 1927.

SUMMONS FOR APPROVAL OF LEASE OF OTHER PREMISES IN LIEU OF COMPENSATION FOR GOODWILL.

[*Heading and other parts as in Form* 469.]

That it may be declared that the grant to the above-named of a lease of certain premises situate at and being No. Street in for a term of years from the day of 19 at the yearly rent of £ or for such other term and for such other rent and respect to such other conditions as the Court may think reasonable will reasonably preserve to the said the goodwill of the trade or business carried on by him on a certain holding situate at and being No.

479.

THE LANDLORD AND TENANT ACT, 1927.

NOTICE TO PARTIES OF DATE FOR FIXING REFEREE'S REMUNERATION.

[*Title of action or matter.*]

Take notice that the Registrar has appointed o'clock in the noon on the day of 19 at for the fixing of the amount of the Referee's remuneration and expenses in this matter at which time and place you are at liberty to attend.

In default of your attendance the amount may be fixed in your absence.

Dated

Signed

Registrar.

To the [Plaintiff and Defendant]
or
[Applicant and Respondent].

480.

THE LANDLORD AND TENANT ACT, 1927.

NOTICE TO PARTIES OF DATE FOR CONSIDERATION OF THE REFEREE'S REPORT.

[*Title of action or matter.*]

Take notice that at a Court to be holden at o'clock in the noon the Judge will proceed to the consideration of the Referee's Report dated the day of 19 and will make such order as may be just.

In default of your attendance an order may be made in your absence.

Dated

Signed

Registrar.

To the [Plaintiff and Defendant]
or
[Applicant and Respondent].

481.

THE LANDLORD AND TENANT ACT, 1927.

FINAL ORDER IN ACTION OR MATTER.

[*Title of action or matter.*]

Upon reading the report dated the day of 19 of Mr. the Referee to whom the (action matter) was referred for inquiry and report, and

Upon hearing

It is ordered that

And that the defendant (plaintiff)* do pay to the Registrar for the use of plaintiff (defendant)* his costs of this action to be taxed in case of difference under Column of the Scale of County Court Costs [*to include the sum of £ for the remuneration and expenses of the said Referee or as may be*]. add if applicable.

And upon the application of the said (landlord) and upon hearing

It is certified that the amount to be charged under the First Schedule to the above Act is £ and that such charge may be properly made for the term of years from the day of 19 .

And it is ordered that the said (landlord) do pay the costs of all parties of this application for this certificate and the making thereof. Such costs to be taxed in case of difference under Column of the said Scale.

To the Plaintiff and the Defendant.

482.

THE LANDLORD AND TENANT ACT, 1927.

FINAL ORDER ON APPLICATION FOR CERTIFICATE AS TO IMPROVEMENT.

[*Title as in Form* 469.]

Upon reading the notice dated the day of 19 of the intention of the above-named applicant to make a certain improvement on the holding therein mentioned and the specification and plan thereto annexed [and the Report of Mr. dated the day of 19 and filed in this Court].

And the Court being satisfied that all proper persons were served with the said notice and have had an opportunity of being heard Doth hereby certify that the improvement is a proper improvement subject to the following modifications and conditions that is to say—

That the improvement be completed on or before the day of 19 [*add any other modifications or conditions*].

[*Directions as to taxation and payment of Costs* [*and if necessary of Referee's remuneration and expenses*]]

or

The costs of this application are reserved until the said day of 19 [*or as may be*] including any necessary provisions as to payment of the Referee's remuneration and expenses.

and the further consideration of this matter is adjourned accordingly.

483.

THE LANDLORD AND TENANT ACT, 1927.

FINAL ORDER DECLARING REASONABLE TERMS FOR RENEWAL OF TENANCY.

[*Title as in Form* 469.]

Upon reading the application of the above-named applicant) dated the day of 19

* Substitute "respondent" and "applicant" for "defendant" and "plaintiff" if the order is on further consideration of a matter and not of an action.

COURT BONDS.

The Bonds of the

LONDON ASSURANCE CORPORATION

are accepted by the High Courts of Justice, Board of Trade, and all Government Departments.

Fidelity Bonds of all descriptions are issued by

THE LONDON ASSURANCE

(INCORPORATED A.D. 1720)

ASSETS EXCEED £11,000,000.

FIRE, MARINE, LIFE, ACCIDENT.

ALL OTHER KINDS OF INSURANCE BUSINESS TRANSACTED. *Write for Prospectus*

1, KING WILLIAM STREET, LONDON, E.C.4.

MARINE DEPARTMENT: 157, LEADENHALL STREET, E.C.3.

[and the report of Mr. dated the day of 19 and filed in this Court]

And upon hearing the Court Doth determine and declare that the reasonable term for which and the reasonable rent at which a renewal of the tenancy of the holding situate at and being No. Street should be granted by to are as follows, that is to say—

Term years from

Rent £ per

[*Directions as to taxation and payment of Costs—Referee's remuneration* (*if any*) *and any other matters.*]

484.

THE LANDLORD AND TENANT ACT, 1927.

FINAL ORDER GRANTING OR REFUSING NEW LEASE IN LIEU OF OTHER COMPENSATION FOR LOSS OF GOODWILL.

[*Title of Action or Matter.*]

Upon reading the notice dated the day of 19 and served on the defendant on the day of 19 [and the report of Mr. dated the day of 19 and filed at this Court.]

It is ordered that a new tenancy of the holding situate at and being No. Street mentioned in the said notice be granted to the plaintiff for the term of years from the day of 19 at the yearly rent of and subject to the conditions and stipulations set forth in the draft annexed to the said Report [*or as may be*] *or* (*if new lease is refused on any of the grounds mentioned in Section* 5 (3) (*b*)).

And it appearing that the holding is required by the defendant for occupation by himself (*or* a son *or* daughter of his over 18 years of age) *or* that the defendant intends to pull down (remodel) the premises *or* that vacant possession of the said holding is required to carry out a scheme of re-development *or* that the grant of such a lease as is claimed is not consistent with good estate management.

This Court doth not think fit to make any order for the grant of a new lease (add if applicable) but doth order that if the defendant shall fail to carry out his intention within the period of months from the day of 19 , he do at the expiration of that period pay to the plaintiff the sum of £ as compensation for any loss which the said Plaintiff has suffered by reason of having been deprived of his right to the grant of a new lease under section 5 of the above Act.

And any party is to be at liberty to apply as he may be advised—

[*Directions as to taxation and payment of costs and remuneration or expenses of Referees*]

or And it appearing that the defendant has offered as an alternative to the granting of a new lease under section 5 of the above Act to sell to the plaintiff his interest in the holding for such consideration as failing agreement this Court may determine and this Court being of opinion that the duration of the interest of the defendant is adequate and that the sum of £ (*or* a terminable rentcharge of £ per annum payable by equal half-yearly instalments and issuing our of the holding for a term of years from the day of 19) is the proper consideration for the sale of the said interest this Court doth make no order except that each of the parties to this action do and perform all such acts and execute

all such deeds and instruments as may be necessary to give effect to the said offer on the terms and conditions and for the consideration aforesaid.

[*Directions as to taxation and payment of costs and Referees' remuneration and expenses*]

or And it appearing that proceedings under section 5 of the above Act cannot be completed and a new lease in accordance with the order of this Court entered into before the termination of the tenancy of the plaintiff and that the delay is not owing to any default on the part of the plaintiff it is ordered that the plaintiff be at liberty to continue in possession of the said holding for the period of after the termination of his tenancy subject to the following terms and conditions that is to say

[*State terms and conditions*]

and this hearing is adjourned until

[*Directions (if any) as to taxation and payment of Costs and Referees' remuneration and expenses*]

And either party is to be at liberty to apply as he may be advised.

485.

LANDLORD AND TENANT ACT, 1927.

REPORT OF REFEREE.

[*Title of action or matter.*]

To the Court .

Having made due inquiry into the matters in question and having heard and considered the evidence of the parties,

I beg to report as follows :—

Dated .

Referee.

486.

LANDLORD AND TENANT ACT, 1927.

STATEMENT OF REFEREE'S REMUNERATION AND EXPENSES.

[*Title of action or matter.*]

Having inquired and reported on the above matter, I hereby state that the following are the particulars of the place or places when I held the inquiry and of the hours occupied by each sitting and of the expenses incurred by me in relation to the inquiry :—

(*a*) Place or places where inquiry was held.
(*b*) Dates of Sittings for purpose of inquiry.
(*c*) Hours occupied by Sittings on each day.
(*d*) Concise details of Expenses incurred in relation to inquiry with amounts.

	£
	£
	£
	£
	£
	£
(*e*) Other special items (if any) ..	£
Remuneration	
Hours	£
Expenses	£
Special items	£
Total	£

Dated

Referee."

4. Part V of the Appendix to the County Court Rules, 1903, shall be amended as follows :—

In paragraph 1 the numbers " 467, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 481, 482, 483 and 484 " shall be inserted after the number 465.

We, the undersigned persons appointed by the Lord Chancellor pursuant to section one hundred and sixty-four of the County Courts Act, 1888, and section twenty-four of the County Courts Act, 1919, to frame Rules and Orders for regulating the practice of the Court and forms of proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

W. M. Cann. *T. Mordaunt Snagge.*
J. W. McCarthy. *A. O. Jennings.*
Hugh Sturges. *A. H. Coley.*
S. A. Hill Kelly.

Approved by the Rules Committee of the Supreme Court.

Claud Schuster,
Secretary.

I allow these Rules, which shall come into force on the 25th day of March, 1928.

Dated the 19th day of March, 1928.

Cave, C.

THE RULES OF THE SUPREME COURT (LANDLORD AND TENANT) 1928.

DATED 19TH MARCH, 1928.

We, the Rule Committee of the Supreme Court, hereby make the following Rules :—

1. The following Rules shall be inserted after Order LIII C and shall stand as Order LIII D :—

ORDER LIII D.

LANDLORD AND TENANT ACT, 1927.*

1.—(1) A claim under the Act for compensation in respect of any improvement or for goodwill or for a new lease in lieu of compensation for goodwill or by a mesne landlord under section 8 (1) of the Act shall be made in writing signed by the claimant, his solicitor or agent, and shall state the name and address of the claimant and of the landlord against whom the claim is made, and shall contain—

(*a*) a description of the holding in respect of which the claim arises and of the trade or business carried on upon the holding ;

(*b*) a concise statement of the nature of the claim ;

(*c*) if the claim arises in respect of an improvement, particulars of the improvement including the date whereon the improvement was completed and the cost thereof ; and

(*d*) if compensation is claimed, a statement of the amount claimed.

(2) Any claim by a mesne landlord under section 8 (1) of the Act shall be made and the document shall be served at least two months before the termination of his tenancy and in accordance with section 23 of the Act.

2. Where before commencing proceedings in the County Court the claimant or applicant and all persons affected agree that any matter under the Act shall be heard by the High Court, the proceedings in the High Court shall be commenced by an originating summons to which no appearance need be entered.

3. An application for the transfer to the High Court of proceedings commenced in a County Court shall be made within ten days from the date when the County Court summons is served upon the defendant or respondent, but it may be made at any later date or at any time if the Master to whom it is made thinks it ought to be entertained at such date or time.

4. Where any matter under the Act is transferred from the County Court to the High Court, no appearance need be entered in the High Court, but any claimant or applicant or any other party to the proceedings desirous of carrying on the proceedings in the High Court may issue and serve a summons for directions.

5.—(1) The originating summons and the summons for directions respectively referred to in Rules 2 and 4 are hereinafter referred to as " the summons."

(2) An originating summons under Rule 2 shall be deemed to be a summons for directions under the Act.

(3) The summons shall be issued out of the King's Bench Division of the High Court and shall be returnable before a Judge of that Court and (subject to any modification which may be appropriate) shall be intituled as follows :—

In the High Court of Justice,
King's Bench Division.

In the matter of the Landlord and Tenant Act, 1927.
(Transferred from the County Court of holden at .)
Between *A.B.*, Applicant,
and
C.D., Respondent.

6.—(1) The summons shall be returnable at a date that will allow at least fourteen days to elapse between the date of the service thereof and the return day.

(2) It shall be addressed to and served on the respondent and all persons affected or interested or required by the Act to be served.

7. The summons shall state in a concise form the nature of the claim or application or the matter to be determined and shall define the premises or holding in respect of which the claim arises and the trade or business carried on thereat, and, if the claim is in respect of an improvement, shall give particulars of the improvement, and if the claim or application

* 17–8 G. 5, c. 36.

is for the payment of compensation or other payment in money shall also state the amount claimed.

8.—(1) Where any summons notice or document relating to any claim has been served on or sent to a mesne landlord, he shall forthwith serve on his immediate landlord in the manner prescribed by section 23 of the Act, a copy of the summons notice or document, together with a notice in writing stating the date when the summons notice or document was served on or sent to such mesne landlord, and if the immediate landlord be himself a mesne landlord whose immediate landlord may be affected by the proceedings, he shall forthwith on receipt of the copy of the summons notice or document serve on his immediate landlord a similar copy and notice, and so on from landlord to landlord.

(2) A superior landlord upon whom a copy of any summons notice or document has been served in pursuance of the Act or of this Rule may apply to the Judge for directions in any proceedings under the Act or this Order, and the Judge may if it appears desirable to do so give leave to such superior landlord to appear in or to be added as a party to any such proceedings and to take such part therein as may be just, and may generally direct such proceedings to be taken or amendments to be made and give such directions as he may think proper.

9. On the hearing of the summons the Judge may deal with and dispose of the matter or he may on the application of any party thereto or without any such application order the matter to be referred for inquiry and report to such one of the panel of referees as he may select and may give such directions as may be necessary or proper.

10. If the Judge refers the claim, application or matter to one of the panel of referees, he may adjourn the further consideration of the summons before him until after the report is made, with liberty to apply to him in the meantime.

11. On the hearing of the summons or on any adjourned hearing or further consideration thereof, the Judge may, with the consent of the parties, refer the matter to arbitration under the Arbitration Act, 1889,* and if he does so, the arbitration shall be deemed to be an arbitration by agreement under that Act and the Arbitrator shall deal with and dispose of the whole matter and make an award thereon as if the same had been originally referred to him by agreement under that Act.

12. Where the matter is referred to one of the panel of referees for inquiry and report, the referee shall hold an inquiry and hear the parties or their representatives, and Rules 48, 49, 52 and 53 of Order XXXVI shall apply.

13. The fees payable to the referee and the amount (if any) to be paid to him for expenses shall be in the discretion of the Judge, who may fix the amount thereof or the rate at which they shall be paid when the order for reference is made or at any later stage of the proceedings.

14.—(1) As soon as the report is ready, the referee shall give notice that it is so to the parties, and shall state in the notice the amount of his fees and expenses.

(2) The amount so stated, if not already fixed by the Judge, may be agreed to by all the parties, and in default of agreement shall be fixed by the Judge before payment.

(3) When the amount so fixed or agreed has been paid to the referee by the parties or one or other of them, the referee shall forthwith file the report in the High Court and give notice to the parties that he has done so.

(4) The Judge may order the report to be filed notwithstanding that the fees and expenses have not been paid, if provision has been made for them to his satisfaction.

15.—(1) When the report of the referee has been filed any party to the matter may apply ex parte to the Judge to appoint a day for the hearing of the further consideration or any adjourned consideration of the summons, and on the day being so fixed the party obtaining the appointment shall forthwith give notice thereof to the other parties.

(2) The notice shall be an eight days' notice, and the day fixed must be such as to allow of such notice being given.

16. On the hearing of the summons or on any adjournment or further consideration thereof the Judge may, and before finally determining the matter shall adjourn the matter to be heard and determined by him in Court, and may fix a day and time for the hearing.

17. On the hearing of the further consideration, the Judge shall consider the report and hear the parties or their representatives, and may adopt the report wholly or partly or may vary the same or refer it back to the same or any other referee for rehearing or further hearing with such directions as he may think fit and adjourn the matter for further consideration.

18.—(1) On the hearing of the further consideration or an adjournment thereof, the Judge shall hear and determine the matter and may make such order or give such directions as he shall think fit.

*52-3 V. c. 49.

(2) The Judge's decision shall be embodied in an order and if he directs payment of any sum or costs he may direct judgment to be entered for the same and if he does so judgment shall be entered accordingly.

19. Any certificate under section 3 of the Act shall be drawn up in the form of an order and shall state that the Judge, after hearing the parties or their representatives, certifies that the improvement particulars of which are to be stated in the certificate is a proper improvement.

20. The costs of all the proceedings including the remuneration and expenses paid or to be paid to the referee shall be in the discretion of the Judge who may direct how and by and to whom the same shall be paid.

21. Any party to the summons or any person having an interest in the matter or affected thereby shall be at liberty at any time to apply to the Judge for any order or direction which may be necessary or desirable or to be added as a party to the summons.

22. Any direction decision determination or order of a Judge under the Act or this Order shall be subject to appeal.

23. In this Order—

(*a*) the "Act" means the Landlord and Tenant Act, 1927.

(*b*) "Master" includes a District Registrar.

(*c*) "Matter" includes any claim, application or matter.

(*d*) "Referee" means one of the panel of referees appointed under the Act.

2. These Rules may be cited as the Rules of the Supreme Court (Landlord and Tenant), 1928, and shall come into operation on the 25th day of March, 1928, and the Rules of the Supreme Court, 1883, shall have effect as amended by these Rules.

Dated the 19th day of March, 1928.

Cave, C. *T. J. C. Tomlin.* J.
Hanworth, M.R. *T. R. Hughes.*
Merrivale, P. *E. H. Tindal Atkinson.*
P. Ogden Lawrence, L.J. *C. H. Morton.*
A. A. Roche, J. *Roger Gregory.*
Rigby Swift, J.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to confer the honour of knighthood upon Mr. WILLIAM ALISON RUSSELL, Barrister-at-Law, Chief Justice of the Tanganyika Territory.

It is announced by the India Office that the King has approved the appointment of Mr. SATYENDRA CHANDRA MALLIK, I.C.S., Barrister-at-Law, to be a Puisne Judge of the High Court in succession to Mr. Justice CHATZNER, I.C.S., who will resign his office on 5th July.

Mr. F. A. MORGAN, Assistant Town Clerk of Chelmsford, has been appointed Clerk to the Seaford Urban District Council.

Mr. A. E. S. BAYFORD, Assistant Town Clerk of Kingwilliamstown, has been appointed Town Clerk of Mafeking.

Mr. J. L. CHAPMAN has been appointed Clerk to the Malton (Yorks) Urban District Council.

Mr. ERNEST W. GOUGH, Assistant Solicitor in the office of Mr. Joseph J. Williams, LL.M., Town Clerk of Oldham, has been appointed Assistant Town Clerk of Gloucester. Mr. Gough was admitted in 1924.

Mr. R. P. CROOM-JOHNSON, K.C., has been appointed Recorder of Bath. Mr. Croom-Johnson was called to the Bar in 1907, and took silk in 1927.

Mr. RAYNER GODDARD, K.C., has been appointed Recorder of Plymouth. Mr. Goddard was called to the Bar in 1899 and took silk in 1923.

Mr. WILLIAM H. BENTLEY, Solicitor, Deputy Town Clerk of Reading, has been appointed Town Clerk of Swindon. Mr. Bentley was admitted in 1922.

Mr. E. MORRIS GIBSON, solicitor (Messrs. Spencer, Gibson and Son), of 3, 4 and 5, Queen-street, E.C., has been appointed a Director of the Sutton Gas Company, for which he has acted as solicitor for many years. Mr. Gibson was admitted in 1891, and was appointed a director of the Sutton Water Company earlier in the year.

The attention of the Legal Profession is called to the fact that THE PHŒNIX ASSURANCE COMPANY LTD., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22 Lincoln's Inn Fields, W.C.2; and throughout the country.

JUDGE AND HOTEL EVIDENCE.

Lord Merrivale, President of the Divorce Division, delivering judgment in a case which came before him on Monday, refused to accept evidence from an hotel as proof of conduct on the part of the respondent in the case justifying the granting of a decree *nisi*. His lordship described this class of evidence as part of the "ceremonial" in divorce cases. "To my mind," he said, "it is time that the practice of resorting to hotels in order to make out a *prima facie* case should be stopped. For my part, I do not sanction it."

A SOLICITOR'S OUTBURST.

Mr. Talbot, solicitor, applied to the Leicester magistrates on Saturday for an extension of licensing hours for the semi-final cup-tie between Blackburn Rovers and the Arsenal.

The bench refused the application.

Mr. Talbot: Well, it is a disgraceful decision, and, as a citizen of Leicester, I am ashamed of such bias and bigotry.

The Chairman: Will you please leave the court at once?

Mr. Talbot: Yes, as soon as I can.

TRIBUTES TO SIR M. CHALMERS AND SIR A. GRAY.

At a meeting of the Statute Law Committee held on Thursday in last week, with Lord Muir Mackenzie in the chair, resolutions were carried recording the severe loss sustained by the committee by the death of two of their oldest and most distinguished members, Sir Mackenzie Chalmers and Sir Albert Gray, and expressing their high appreciation of the services continuously rendered by them to the cause of Statute Law Revision for a period of more than thirty years. The chairman, who had known Sir Albert Gray intimately for the whole of his life and Sir Mackenzie Chalmers since they were at Oxford together, emphasised the perhaps unrivalled knowledge of the Statute Book which they both possessed and the readiness shown by both throughout and after their public service to place it at the disposal of the committee.

A "BETTING MACHINE."

At the Mansion House Justice Room on the 19th inst., before Alderman Sir Charles Johnston, Frederick Jordan, 56, bookmaker, was charged with loitering in Godliman-street for the purpose of betting. A detective named Bailey, who arrested him, produced what he called a "betting machine" which the defendant was carrying. It was a small canvas bag with a slit, the mouth of which was locked. The bag contained two clocks, and the defendant explained that the machine automatically registered the time at which the betting slips were dropped in. He used it as a safeguard so that no one could give him bets after the time the race was run. Sir Charles Johnston fined him £10, and allowed him to take copies of the betting slips found in the bag. He made no order as to the machine.

Mr. Thomas William Bischoff, solicitor, of Great Winchester-street, E.C., and Ditton Hill, Surrey, died on 8th February, aged eighty-two, leaving estate of the gross value of £96,468. He left an annuity of £104 to Charlotte Reynolds, for devoted service to his family.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Russell.
Monday, Mar. 26	Mr. More	Mr. Jolly	*Mr. More	Mr. Bloxam
Tuesday ...27	Ritchie	Hicks Beach	Hicks Beach	More
Wednesday .28	Bloxam	Synge	*Bloxam	Hicks Beach
Thursday ..29	Jolly	More	More	Bloxam
Friday 30	Hicks Beach	Ritchie	*Hicks Beach	More
Saturday ...31	Synge	Bloxam	Bloxam	Hicks Beach

Date.	Mr. Justice Romer.	Mr. Justice Astbury.	Mr. Justice Tomlin.	Mr. Justice Clauson.
Monday, Mar. 26	Mr. Hicks Beach	Mr. Jolly	Mr. Ritchie	Mr. Synge
Tuesday ...27	*Bloxam	*Ritchie	*Synge	Jolly
Wednesday .28	*More	Synge	*Jolly	Ritchie
Thursday ..29	*Hicks Beach	*Jolly	*Ritchie	Synge
Friday 30	Bloxam	Ritchie	*Synge	Jolly
Saturday ...31	More	Synge	Jolly	Ritchie

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 12th April, 1928.

	Middle Price 21st Mar.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	86¼	4 13 0	—
Consols 2½%	55½	4 14 0	—
War Loan 5% 1929-47	102½	4 18 0	4 18 9
War Loan 4½% 1925-45	97⅛	4 12 6	4 16 6
War Loan 4% (Tax free) 1929-42	99¾xd	4 0 0	3 19 6
Funding 4% Loan 1960-1990	89¾	4 9 6	4 14 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93¾	4 6 0	4 7 0
Conversion 4½% Loan 1940-44	97½	4 12 0	4 16 0
Conversion 3½% Loan 1961	76½	4 11 6	—
Local Loans 3% Stock 1921 or after	64¼	4 13 0	—
Bank Stock	259	4 11 0	—
India 4½% 1950-55	94	4 15 6	5 0 0
India 3½%	70½	4 19 0	—
India 3%	60½	4 19 0	—
Sudan 4½% 1939-73	95	4 15 0	4 17 0
Sudan 4% 1974	84	4 15 0	4 17 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	85	3 13 0	4 6 0
Colonial Securities.			
Canada 3% 1938	86	3 12 0	4 18 0
Cape of Good Hope 4% 1916-36	93xd	4 6 0	5 0 6
Cape of Good Hope 3½% 1929-49	82	4 6 0	5 0 0
Commonwealth of Australia 5% 1945-75	99	5 1 0	5 2 6
Gold Coast 4½% 1956	94	4 15 6	4 17 6
Jamaica 4½% 1941-71	95	4 14 6	4 18 6
Natal 4% 1937	93	4 5 0	5 0 0
New South Wales 4½% 1935-45	91	4 19 0	5 7 0
New South Wales 5% 1945-65	99	5 1 0	5 3 0
New Zealand 4½% 1945	96	4 13 0	4 17 6
New Zealand 5% 1946	103	4 17 0	4 16 6
Queensland 5% 1940-60	97	5 3 0	5 3 0
South Africa 5% 1945-75	103	4 17 6	5 0 0
South Australia 5% 1945-75	98½	5 1 6	5 0 0
Tasmania 5% 1945-75	101	4 19 0	5 0 0
Victoria 5% 1945-75	99	5 1 0	5 0 0
West Australia 5% 1945-75	99	5 1 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	63	4 15 6	—
Birmingham 5% 1946–56	102	4 18 0	4 17 0
Cardiff 5% 1945–65	101¼	4 19 0	4 18 0
Croydon 3% 1940–60	70	4 5 6	5 0 0
Hull 3½% 1925–55	78	4 10 0	5 0 0
Liverpool 3½% Redeemable at option of Corporation	74	4 14 6	5 0 0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½	4 13 6	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4 12 6	—
Manchester 3% on or after 1941	63	4 14 6	—
Metropolitan Water Board 3% 'A' 1963–2003	64xd	4 13 0	4 17 0
Metropolitan Water Board 3% 'B' 1934–2003	65½	4 12 6	4 15 6
Middlesex C. C. 3½% 1927–47	83	4 5 6	4 17 0
Newcastle 3½% Irredeemable	72	4 17 0	—
Nottingham 3% Irredeemable	64	4 15 6	—
Stockton 5% 1946–66	102	4 18 0	4 19 0
Wolverhampton 5% 1946–56	101xd	4 19 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81¾	4 18 0	—
Gt. Western Rly. 5% Rent Charge	100	5 0 0	—
Gt. Western Rly. 5% Preference	97	5 3 0	—
L. & N. E. Rly. 4% Debenture	78½	5 2 0	—
L. & N. E. Rly. 4% Guaranteed	74½	5 7 6	—
L. & N. E. Rly 4% 1st Preference	67½xd	5 18 0	—
L. Mid. & Scot. Rly. 4% Debenture	81	4 19 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	78	5 2 0	—
L. Mid. & Scot. Rly. 4% Preference	74	5 8 0	—
Southern Railway 4% Debenture	80	5 0 0	—
Southern Railway 5% Guaranteed	98	5 2 0	—
Southern Railway 5% Preference	93	5 7 6	—

Continued from page xiv.

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